

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE  
FINANCING STATEMENTS**

H ERLE SCHAFFER  
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

**LIBER**

**5**

**2**

**9**

0-2

273189

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)  
COMDISCO, INC.  
6400 SHAFER COURT  
ROSEMONT, IL 60018

2. Secured Party(ies) and address(es)  
WELLS FARGO BANK, N.A. #489  
EQUIPMENT FIN. CTR. #0118-271  
101 CALIFORNIA ST., STE. 2790  
SAN FRANCISCO, CA 94163

RECORD FEE 13.00  
POSTAGE .50  
#143360 0777 004 115720

4. This financing statement covers the following types (or items) of property:  
  
FOR MORE DETAILED INFORMATION, PLEASE REFER TO EXHIBITS A AND B.  
  
(SL 32121) /

5. Assignee(s) of Secured Party and Address(es)  
  
CK 06/26/88

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:  
Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 2

Filed with: Anne Arundel County Clerk, MD ("Not Subject to Recordation Tax")  
COMDISCO, INC. WELLS FARGO, N.A.

By: Jo Goyette Jo Goyette  
Signature(s) of Debtor(s)

By: M. Padilla M. Padilla  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.  
13 50

EXHIBIT A

EQUIPMENT SCHEDULE NO. 20 DATED AS OF March 28, 1988

TO MASTER LEASE AGREEMENT DATED AS OF March 7, 1983 ("Master Lease")

LESSEE: Mercantile Safe Deposit & Trust Company

LESSOR: COMDISCO, INC.

Address for Legal Notices:  
742 Old Hammonds Ferry Road  
Linthicum, MD 21090

Address for All Notices:

6400 Shafer Court  
Rosemont, Illinois 60018  
Attn.: Operations Lease Administrator

Attn.: Ken Lumpkin

Address for Other Correspondence:  
Same as above

Investment Tax Credit  
(on order New Equipment)  
for the account of:

Lessor \_\_\_\_\_

Lessee \_\_\_\_\_

N/A  \_\_\_\_\_

Attn.: /

Location of Equipment:

Initial Term/  
Months: 60 mos.

Same as above

EQUIPMENT (as defined below):

Item No.	Qty.	Machine/Feature	Description	Serial Number	Monthly Rent
1.	2	3480 B22	Magnetic Tape Units	73286,75339	

\$1,545.00

EXHIBIT B

"All right, title and interest of the Lessee(s) described in Exhibit A in that certain Master Lease(s) and Equipment Schedule(s) also as described in Exhibit A, between Comdisco, Inc. as Lessor, and the Lessee(s), and all proceeds thereof, including without limitation Lease(s) payments and other sums due or to become due under said Lease(s), and all rights to payment with respect to any insurance, including returned premiums, or any cause of action relating to the foregoing."

"All Equipment that is a subject of said Exhibit A as specifically described in the attached Exhibit A (whether in the possession of debtor, as Lessor, or the Lessee(s) wherever located, and all modifications and attachments thereto, replacements thereof, including without limitation, all rights to payment with respect to any insurance, including returned premiums, or any cause of action relating to the foregoing."

MN277701.FIS  
1840

BOOK 529 PAGE 04

THOMAS & WILSON  
ATTORNEYS AT LAW  
SUITE 311  
409 WASHINGTON AVENUE  
TOWSON, MARYLAND 21204

FINANCING STATEMENT

273190

1. Name of Debtor: ARNOLD EXECUTIVE CENTER JOINT VENTURE  
Address: 2440 Cedar Avenue  
Annapolis, Maryland 21401
2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate Department  
Construction Finance Section  
10 Light Street  
Baltimore, Maryland 21202
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 25, 1988 from Debtor to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

19

(d) Proceeds and products of all collateral are covered.

4. Recordation tax on the principal sum of \$1,350,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County, Maryland upon recording of the Deed of Trust.

Debtor:  
ARNOLD EXECUTIVE CENTER JOINT VENTURE

Secured Party:  
MARYLAND NATIONAL BANK

By [Signature]  
David K. Witty  
Partner

By [Signature]  
Patricia A. Hicks  
Assistant Vice President

By [Signature]  
Charlene Witty  
Partner

By: A and I Associates, Partner

By [Signature]  
Alejandro Rodriguez  
Partner

By [Signature]  
Ignacio Rodriguez  
Partner

By [Signature]  
Leonard E. Weaver  
Partner

Mr. Clerk: Return to

THOMAS & WILSON  
ATTORNEYS AT LAW  
SUITE 311  
409 WASHINGTON AVENUE  
TOWSON, MARYLAND 21204

ire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 2, as shown on a Plat prepared by Sigma Associates, Inc. in July, 1986 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 4115 folio 83.

The parties hereto acknowledge that the distance as noted on the southern boundary on said plat is incorrectly stated as 323.95 feet and that the actual distance of the south boundary of Lot 2 is 300.71 feet.

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: June 27, 1988

() Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S): Window Decor and More, Inc.  
556 Baltimore and Annapolis Blvd.  
Severna Park, MD. 21146

ADDRESS:

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00  
POSTAGE .50  
#134220 0040 R03 112:43  
06/28/88

CK

DEBTOR(S):  
Window Decor and More, Inc  
(Company Name)

BY: Cathy L. Woffinden  
Cathy L. Woffinden, President

BY: \_\_\_\_\_

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS BANK

BY: Robert E. Mann  
(Authorized Signature)  
Robert E. Mann  
Loan Officer  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11.00  
.50

273492

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This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1. Debtor(s) (Last Name, First and Address(es))

2. Secured Party(ies) Name(s) and Address(es)

4. The Filing Office, Date, Time, No. Filing Office RECORD FEE 11.00

UPTON THOMAS R.

601 BISCAY AVENUE  
BALTIMORE MD 21225

PROFESSIONAL MH BROKERS  
10401 LANHAM-SEVERN ROAD  
LANHAM, MD 20706

POSTAGE .50

#134590 C040 R03 T15:48

5. This Financing Statement covers the following types (or items) of property

6. A signature(s) of Secured Party and Address(es)

1977 DE ROSE ROSEWOOD 14 X 70  
SERIAL # C18647 AND INCLUDING ALL FURNITURE, FIXTURES,  
APPLIANCES AND APPURTENANCES THEREIN AND THERETO;  
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.

GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BOULEVARD SUITE 245  
WOODBRIDGE, VA 22194

8. Describe Real Estate Here

This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the lake (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:

Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

UPTON THOMAS R.

By

*Thomas R. Upton*  
Signature(s) of Debtor(s)

By

*D. C. Irvine*  
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY—NUMERICAL

(Required only if Item 10 is checked)

(3-83)

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

273133

529 PAGE 09

FINANCING STATEMENT

- 1. \_\_\_\_\_ To Be Recorded in the Land Records.
- 2.   /   To Be Recorded among the Financing Statement Records.
- 3.   X   Not subject to Recordation Tax.
- 4. \_\_\_\_\_ Subject to Recordation Tax on an initial debt in the principal amount of \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of \_\_\_\_\_.

5. Debtor's Name	Address
Route 50 Motel Limited Partnership, a Maryland limited partnership	1709 Charles Center South 36 South Charles Street Baltimore, MD 21201

RECORD FEE 12.00  
POSTAGE .50  
#219600 0237 R02 TAD:35  
08/28/88

6. Secured Party	Address
First Federal Savings & Loan Association of Annapolis	1832 George Avenue Annapolis, MD 21401

CK

7. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

All of the machines, apparatus, equipment, fixtures and articles of personal property of the Debtor, both now owned and hereafter acquired which are located on the real property described in Exhibit A attached hereto and incorporated herein by reference, or in any improvements thereon, whether now affixed or to be affixed thereto, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now or hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

DEBTOR:

Route 50 Motel Limited Partnership,  
a Maryland limited partnership

By: [Signature]  
Gary A. Goldstein, General Partner

Address where Collateral  
will be located:

581 Revell Highway  
Annapolis, Anne Arundel County, Maryland 21401

Mr. Clerk: Please return to M. Willson Offutt, IV, Esq.,  
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral  
Street, P.O. Box 868, Annapolis, Maryland 21404.

a:41277.fs ff #42

1200  
53



## EXHIBIT A

BEGINNING for the same at a point on the southernmost right of way line of the State Road leading to the Chesapeake Bay Bridge as shown on the State Road Commission of Maryland Plat No. 9894; said point also being on the first line of that parcel of land described in the conveyance from Whitehall Investment Corporation to C. Bowie Rose, Trustee, by Deed dated May 2, 1966 recorded among the Land Records of Anne Arundel County, Maryland in Liber 1970, folio 342; said point also being at the end of the first line of that parcel of land described in the conveyance from C. Bowie Rose, Trustee, and Whitehall Investment Corporation to Berman-Phillips Enterprises, Inc., by deed dated November 29, 1971 recorded among the Land Records of Anne Arundel County, Maryland in Liber 2452, folio 342; said point also being at the end of the fourth line of that parcel of land described in the conveyance from Richard H. Johns to G.W. Stone, Inc., by deed dated December 18, 1979 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3275, folio 542; said point also being the northwesternmost corner of Lot 2, as shown on the record plat entitled "Administrative Plat of Property of Berman-Phillips Enterprises, Inc., G.W. Stone, Inc., and Whitehall Venture, WHITEHALL SHOPPING CENTER", recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 85 at page 36; thence, leaving the outline of the second abovementioned conveyance and running along the said southernmost line of the State Road leading to the Chesapeake Bay Bridge and also binding along part of the said first line of the first abovementioned conveyance and also binding along the northernmost line of Lot 2, as shown on the abovementioned record plat, and referring the course of this description to the Maryland State Grid Meridan, South 71° 48' 40" East 155.00 feet; thence, leaving the said southernmost line of the State Road leading to the Chesapeake Bay Bridge and also leaving the said first line of the first abovementioned conveyance and running across the lands of the said first abovementioned conveyance and extending into that parcel of land first described in the Deed from Orlando Ridout III and wife, to Whitehall Investment Corporation, by deed dated April 29, 1965 and recorded among the Land Records of Anne Arundel County in Liber 1875, folio 66 and also binding along the easternmost line of Lot 2, as shown on the abovementioned record plat, South 17° 55' 57" West 413.00 feet; thence, continuing through the lands of the last abovementioned conveyance and also binding along the southernmost line of Lot 2, as shown on the abovementioned record plat, North 71° 48' 40" West 155.00 feet to a point on the second line of the second abovementioned conveyance; thence, running reversely along part of the said second line of the second abovementioned conveyance and running across the lands of the fourth abovementioned conveyance and continuing across the lands of the first abovementioned conveyance and binding along the westernmost line of Lot 2, as shown on the abovementioned record plat, North 17° 55' 57" East 413.00 feet to the point of beginning; containing 1.470 acres of land, more or less.

BEING the same property described in a Deed dated June 5, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3742, folio 882 from Donald H. Gobeli, Grantor to Route 50 Motel Limited Partnership, Grantee.



EXHIBIT A

ALL THOSE Two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and described as follows, that is to say:

BEGINNING for the first of said two lots at a point where the South 39 degrees 15 minutes West 30 perch line of a 112  $\frac{1}{2}$  acre tract of land heretofore conveyed to Peter Hahn and Edward E. Hahn by Joseph A. Clark, Trustee, by deed dated July 10, 1919, recorded in Liber WNW No. 6, folio 289, intersects the west side of Bats Hill Road, the said point and place of beginning is at the end of the South 2 degree 50 minute West 453.2 foot line of a tract of land containing 5.214 acres of land surveyed for said Carl F.W. Ganter and Adelene S. Ganter out of the Peter Hahn tract by J. Revell Carr, May, 1943; thence running from the beginning point so fixed, leaving the outlines of the said 112  $\frac{1}{2}$  acre tract along the west side of the said Bats Hill Road laid out 40 feet wide, the same having been conveyed by the said Peter Hahn and Mary Hahn, his wife, to the Anne Arundel County Commissioners by deed dated June 15, 1940, and recorded in Liber JHH 219, folio 135, South 2 degrees 50 minutes West 144.27 feet to another iron pipe now set at the point of intersection formed by the north side of Mountain Road and the west side of the said Bats Hill road; thence leaving the said Bats Hill Road and running along the northside of the said Mountain Road 11 feet north from the north edge of the concrete paved area of the said Mountain Road North 73 degrees 34 minutes West 107.12 feet; thence leaving the said Mountain Road and running with and reverse of the first mentioned South 39 degrees 15 minutes West 30 perch line which is also one of the boundary lines of the said 5.214 acre tract of land, surveyed as aforesaid for those Grantees, North 43 degrees 59 minutes east 156.2 feet to the place of beginning. Containing within the lines of this description 0.169 acres of land and adjacent to the said mentioned 5.214 acre tract and is situated at the southeast corner of the same, which is the next and seemed of the said two tracts of land herein mentioned. The above described 0.169 acre lot is according to a survey and plat made by J. Revell Carr, Surveyor, of May 1940, which said plat also shows the above mentioned 5.214 acre tract next hereinbelow conveyed. BEING ALSO a part of the 4.276 acre tract awarded to these Grantors by decree of the Court dated July 5, 1940, in Equity cause No. 8029, in the Circuit Court for Anne Arundel County recorded in Liber JHH 49, folio 350.

BEGINNING for the second of said two lots at a point on the north side of the Mountain Road where the same is intersected by the eastern boundary line of a 4.08 acre tract of land heretofore conveyed by those Grantors to these Grantees by deed dated April 21, 1939 and recorded in Liber JHH 196, folio 389, the said joint and place of beginning being the southeast corner of the conveyance just herein mentioned and is distant South 5 degrees 45 minutes West 7.95 feet from an original pipe set in concrete; thence running from the beginning point so fixed, leaving the said Mountain Road and with the eastern boundary line of the said last mentioned conveyance to these Grantees with the bearings referred to a survey made by J. Revell Carr, Surveyor, October, 1932 for William C. Sharp, North 5 degrees 45 minutes east 463.15 feet to another original iron pipe set in concrete and forming the northeast corner of the said mentioned 4.08 acre conveyance to these grantees; thence leaving the same and running across the whole tract hereinafter mentioned, South 84 degrees 15 minutes east 450.19 feet to an iron pipe now set on the west side of Bats Hill road--laid out 40 feet wide, the same having been conveyed by these grantors to the Anne Arundel County Commissioners by deed dated June 15, 1940, recorded in Liber JHH 219, folio 135; thence running along the west side of the said Bats Hill road, South 2 degrees 50 minutes West 453.2 feet to intersect the South 39 degrees 15 minutes West 30 perches line of the aforesaid whole tract to be hereinafter mentioned;

EXHIBIT A, PAGE TWO

Thence leaving the said Bats Hill Road and running with part of the said last mentioned line as now corrected for variation, South 43 degrees 59 minutes West 156.2 feet to a point on the north side of the first mentioned Mountain Road, thence leaving the outlines and running from the north side of the said mentioned Mountain Road 11 feet north from the north edge of the concrete paved area of the said mentioned road, the two following courses and distances; North 68 degrees 56 minutes West 114.88 feet and North 66 degrees 44 minutes West 277.7 feet, to the place of beginning. Containing within the lines of this description 5.214 acres of land, more or less. BEING a part of the aforementioned whole tract containing 112  $\frac{1}{2}$  acres of land which was conveyed by Joseph A. Clark, Trustee to the said Peter Hahn and Edward E. Hahn by deed dated July 10, 1919 and recorded among the said land records in Liber WNW No. 6, folio 289 the said described 5.214 acre tract of land is according to a survey and plat made by J. Revell Carr, Surveyor, May, 1940.

SAVING AND EXCEPTING THEREFROM so much of the property which was conveyed out by Carl F.W. Ganter and Adelene S. Ganter, his wife by Deeds recorded in Liber GTC 1088, folio 305, Liber MSH 2194, folio 345, Liber WCL 2935, folio 219, Liber WCL 2956, folio 136 and Liber WCL 2970, folio 789.

a part of

BEING/the same lot of ground which by Deed dated July 12, 1940 and recorded among the Land Records of Anne Arundel County in Liber JHH 220, folio 265 was granted and conveyed by Peter Hahn and Mary Hahn, his wife to Carl F.W. Ganter and Adelene S. Ganter, his wife. the said Adelene S. Ganter having predeceased the said Carl F.W. Ganter who has since departed this life on or about October 4, 1985. See Anne Arundel County Register of Wills Estate Docket Number 22323 wherein Michael Demyan, Esquire, the younger was appointed Personal Representative of the Estate of Carl F.W. Ganter. See Letters of Administration dated August 27, 1937.

BEING the same property conveyed by a Deed of even date from Michael Demyan, Esquire, The Younger, Personal Representative of the Estate of Carl F. W. Ganter to Louis P. Reeder, recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County.

STATE OF MARYLAND

Anne Arundel County

BOOK 529 PAGE 14

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 218301

RECORDED IN LIBER 387 FOLIO 130 ON May 22, 1978 (DATE)

1. DEBTOR

Name Cascade Corporation T/A The Boathouse  
Address 7090 Furnace Branch Road, Gien Burnie, MD 21061

2. SECURED PARTY

Name Transamerica Commercial Finance Corporation  
Address P.O. Box 3190, Annapolis, MD 21403

RECORD FEE 10.00  
POSTAGE .50  
M270160 (237) P02 113:14  
06/29/88

*ALM*

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>
<p>Borg-Warner Acceptance Corporation has Changed its name to Transamerica Commercial Finance Corporation.</p>	

Cascade Corporation T/A The Boathouse

X *Jeffrey Springston*  
Jeffrey Springston 6/23/88  
Dated 6/23/88

Transamerica Commercial Finance Corporation

*J.N. Merker*  
(Signature of Secured Party)  
J.N. Merker, District Control Mgr  
Type or Print Above Name on Above Line

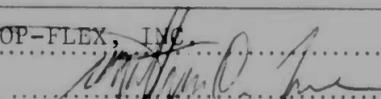
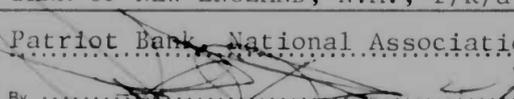
4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) Kop-Flex, Inc. 101 Harmans Road Harmans, MD 21077	2. Secured Party(ies) and address(es) Patriot Bank, National Assoc. 57 Franklin Street Boston, MA 02110	3. For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 10.00 POSTAGE .50

7. This statement refers to original Financing Statement No. 10924 filed (date) 6/10/86 with American State 114 713:39

8.  A. Continuation The original Financing Statement bearing the above file number is still effective. 06/29/88  
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.  
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following.  
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.  
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required) \*in Liber 498, page folio 544.  
 F. Other

Secured Party's name and address appearing in box 2 is hereby changed to:

Bank of New England, N.A.  
28 State Street  
Boston, MA 02109  
Attn: Commercial Finance Department

KOP-FLEX, INC.	BANK OF NEW ENGLAND, N.A., f/k/a
By 	Patriot Bank, National Association
Signature(s) of Debtor(s) (only on amendment)	By  Signature(s) of Secured Party(ies)

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4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented.
1. Debtor(s) (Last Name First) and address(es) Kop-Flex, Inc. 101 Harmans Road Harmans, MD 21077	2. Secured Party(ies) and address(es) Patriot Bank, National Assoc. 57 Franklin Street Boston, MA 02110	3. For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 10.00 POSTAGE .50 #164190 C777 R04 T13139
7. This statement refers to original Financing Statement No. <u>12021</u> filed (date) <u>6/18/86</u> with <u>Anne Arundel*</u> <u>06/29/88</u>		

8.  A. Continuation The original Financing Statement bearing the above file number is still effective.  
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.  
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:  
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:  
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required) \*in Liber 499, folio 183.  
 F. Other

Secured Party's name and address appearing in box 2 is hereby changed to:  
 Bank of New England, N.A.  
 28 State Street  
 Boston, MA 02109  
 Attn: Commercial Finance Department

KOP-FLEX, INC. BANK OF NEW ENGLAND, N.A., f/k/a  
[Signature] Patriot Bank, National Association  
 Signature(s) of Debtor(s) (only on amendment) By Signature(s) of Secured Party(ies)

270503

This FINANCIAL STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1. Debtor(s) Name (firm) and Address(es)

2. Secured Party(ies) Name(s) and Address(es)

4. For Filing Office: Date, Time, No. Filing Office

HARRIS HAROLD  
HARRIS MARY F.  
7957 TELEGRAPH RD, LOT 401  
SEVERN MD 21144

PROFESSIONAL FR BROKERS  
10401 LANHAN-BEVERA ROAD  
LANNAP MD 20716

RECORD FEE 12.00

POSTAGE .50

5. This Financing Statement covers the following types (or kinds) of property:

6. Assignments of Secured Party and Address(es)

1978 DETROIT INDUSTRIES  
SERIAL # 1007874  
APPLIANCES AND APPURTENANCES THEREIN AND THEREON  
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.  
 Products of the Collateral are also covered.

#164130 0777 R04 T13136

GREEN TREE ACCEPTANCE CO.

2000 OPITE BOULEVARD SUITE 245

8. Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8.)

No. & Street \_\_\_\_\_ Town or City \_\_\_\_\_ County \_\_\_\_\_ Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected; or  
 acquired after a change of name, identity or corporate structure of the Debtor; or  
 as to which the filing has lapsed; or  
 already subject to a security interest in another jurisdiction;  
 when the Collateral was brought into this State; or  when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

HARRIS HAROLD

HARRIS MARY F.

PROFESSIONAL FR BROKERS

By *Harold Harris* Signature(s) of Debtor(s)

By *Mary Harris* Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked)

(3/83)

(1) FILING OFFICER COPY - NUMERICAL

STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

273501

BOOK 529 PAGE 18

THIS FINANCIAL STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: \_\_\_\_\_

The Debtor is a transmitting utility.

1. Debtor(s) (Last Name, First, and Address(es))  
 MUSIC MARY C.  
 WISENS TIMOTHY A.  
 LOT 95 PATUXENT HOB ESTATES  
 LOTHIAN MD 20711

2. Secured Party(s) Name(s) and Address(es)  
 JOYE REAL ESTATE  
 1500 OLD BRANCH AVE #201  
 TEMPLE HILLS, MD 20784

3. Filing Officer, Date, Time, No. Filing Office  
 RECORD FEE 12.00  
 POSTAGE CK .50  
 #164110 CT77 R04 T13:34  
 06/29/88  
 GREEN TREE ACCEPTANCE INC.  
 2300 ORTIZ BOULEVARD SUITE 241  
 WINDSOR PARK VA 22186

4. This Financial Statement covers the following types (or items) of property:  
 1984 IMPERIAL WEDAL 14 Y 58  
 IMPERIAL # 84084 AND INCLUDING ALL FIXTURES  
 APPLIANCES AND APPURTENANCES THEREIN AND THERETO  
 INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
 INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT  
 \*Products of the Collateral are and covered.

5. Assignee(s) of Secured Party and Address(es)  
 GREEN TREE ACCEPTANCE INC.  
 2300 ORTIZ BOULEVARD SUITE 241  
 WINDSOR PARK VA 22186

6.  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
 \*(Describe Real Estate in Item 8.)

7. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records.

8. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction, or <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s).					

9. MUSIC MARY C. WISENS TIMOTHY A. JOYE REAL ESTATE

By Mary C. Music Signature(s) of Debtor(s)  
 By Timothy A. Wise Signature(s) of Secured Party(ies)  
 (Required only if Item 10 is checked)

(3/83) (1) FILING OFFICER COPY—NUMERICAL  
 STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

070505

This FINANCING STATEMENT is presented by a Filing Officer  
in filing pursuant to the Uniform Commercial Code.

No. of Additional  
Sheets Presented

The Debtor is a transmitting utility

1 Debtor(s) (last Name First) and Address(es)  
HULIT JOSEPH L.  
HULIT REBECCA J.  
104 CHESAPEAKE CT  
HANOVER MD 21076

2 Secured Party(ies) Named and Address(es):  
CHESAPEAKE MH OF LAUREL, MD  
10039 N. SECOND AVENUE  
LAUREL, MD 20707

4 Filing Office: State, Time No. Filing Office  
RECORD FEE 12.00  
POSTAGE CK .50

5. This Financing Statement covers the following types (in kinds) of property:  
1988 HOLLY PARK SERIAL # 20749 AND INCLUDING ALL FURNITURE, FIXTURES,  
APPLIANCES AND APPURTENANCES THEREIN AND THERETO;  
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.  
 Products of the Collateral are also covered.

6. Acquire(s) of Security Interest (in kind):  
GREEN TREE ACCEPTANCE, INC.  
2200 OPITZ BOULEVARD SUITE 241  
WOODBIDGE, VA 22194  
06/29/88

8 Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records.

9 Name of a Record Owner

The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

HULIT JOSEPH L. HULIT REBECCA J. CHESAPEAKE MH OF LAUREL, MD

By: *Joseph L. Hilit* Signature(s) of Debtor(s) By: *Rebecca J. Hilit* Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

(1) FILING OFFICER COPY—NUMBER 1250  
(3-83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

273573

523 JUNE 20

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: \_\_\_\_\_

The Debtor is a transmitting utility.

1 Debtor(s) (Last Name First) and Address(es):  
Powell, Richard G.  
Powell, Connie S.  
Lot 10 Adler Rd.  
Annapolis, Md. 21402

2 Secured Party(ies) Name(s) and Address(es):  
Garys Mobile/Modular Homes  
R.D. #2 Box 386  
Everett, Pa. 15537

4 For Filing Officer: Date, Time, No. Filing Office:  
RECORD FEE 12.00  
POSTAGE .50  
#124070 CITY 804 T1325

5 This Financing Statement covers the following types (or items) of property:  
1986 Meadowcreek 14 X 72 mobile home, ser.#0589 and all appliances, household goods, accessories, equipment & parts now owned or hereafter acquired, all contract rights pertaining to this contract.

6 Assignee(s) of Secured Party and Address(es):  
The First National Bank of Everett  
140 E. Main St.  
Everett, Pa. 15537  
06/29/88 CK

Products of the Collateral are also covered.

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8.)

8 Describe Real Estate Here: \_\_\_\_\_  This statement is to be indexed in the Real Estate Records.

9 Name of a Record Owner: \_\_\_\_\_

Not Subject to recordation Tax

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)					
<input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or					
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or					
<input type="checkbox"/> as to which the filing has lapsed, or					
already subject to a security interest in another jurisdiction					
<input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11 If appropriate in this filing the terms Debtor(s) and Secured Party(ies) shall respectively mean					
<input type="checkbox"/> Consignee(s) and Consignor(s), or					
<input type="checkbox"/> Lessee(s) and Lessor(s)					

By Richard G. Powell Signature(s) of Debtor(s)

By Paul H. [unclear] Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

1250

STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

273507

This FINANCING STATEMENT is prepared by a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 1.  The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es) FORMI DONNA E. HOLIDAY MOBILE ESTATES JESSUP MD 20794	2. Secured Party(ies) Name(s) and Address(es) VIRGINIA MOBILE HOMES, INC. 9720 LEE HWY. FAIRFAX, VIRGINIA 22031	4. For Filing Officer: Date, Time, No. Filing Office RECORD FEE 11.00 #163930 0777 R04 T13#09 06/29/88
---	--	---

5. This Financing Statement covers the following types for items of property:  
1988 PALM HARBOR 211 14 X 72  
SERIAL # PH113002 AND INCLUDING ALL FURNITURE, FIXTURES,  
APPLIANCES AND APPURTENANCES THEREIN AND THERETO;  
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S UNDOUBTING INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.  
 Products of the Collateral are also covered.

6. Assignment of Secured Party and Address(es) CK  
GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BOULEVARD SUITE 245

The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The timber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8.)

8. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records. 9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
--------------	--------------	--------	---------	-------	-----

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s) or  
 Lessee(s) and Lessor(s)

FORMI DONNA E. VIRGINIA MOBILE HOMES, INC.  
 By *Donna E. Formi* Signature(s) of Debtor(s) By *Keshk M. U.P.* Signature(s) of Secured Party(ies)  
 (3/83) (1) FILING OFFICER COPY - NUMERICAL (Required only if Item 10 is checked)  
 STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

273503

FINANCING STATEMENT

- 1.  To Be Recorded In the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Clerk of the Circuit Court of A.A. County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 10,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Hammonds Ferry CITGO, Incorporated Address(es): 722-724 North Hammonds Ferry Road  
Linthicum, Maryland

6. Secured Party: Maryland National Bank Address: 7474 Greenway Center Drive, Greenbelt, Maryland 20770  
 Attention: CLDRU  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

RECORD FEE 11.00  
 RECORD TAX 70.00  
 POSTAGE .50

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

N/A  G. Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

N/A  H. Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Hammonds Ferry CITGO, Inc.

Secured Party: Maryland National Bank

By: [Signature] (Seal)  
 Type name and title, if any: Robert E. Greeno, President

By: [Signature] (Seal)  
 Type name and title, if any: Jack G. Welborn, Assistant Vice President

By: \_\_\_\_\_ (Seal)  
 Type name and title, if any:

By: \_\_\_\_\_ (Seal)  
 Type name and title:

11-00  
 70-50

06/29/88  
 CK

#164000 CTTT R04 TLJ:22

STATE OF MARYLAND

FINANCING STATEMENT FORM 900-1 529 PAGE 22 Identifying File No. 072500

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated na is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Enviro Structures, Ltd.
Address 285 Oak Court, P. O. Box 1084, Severna Park, MD 21146

2. SECURED PARTY

Name State Equipment, Division of SECORP NATIONAL INC.
Address 1400 Joh Avenue, Baltimore, MD 21227

RECORD FEE 11.00

POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above 11780 0777 004 110417

06/29/01

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Dresser TD8E Wide Track, Crawler Dozer, Serial Number 10760, with G8H Wide Track Blade

Name and address of Assignee
Dresser Leasing Corporation
3201 North Wolf Road
Franklin Park, IL 60131

CK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) na

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) na

(Proceeds of collateral are also covered)
(Products of collateral are also covered)
Enviro Structures, Ltd.

(Signature of Debtor)

Richard Feliciano, Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div of Secorp National, Inc.

(Signature of Secured Party)

Glenn S. Conklin, VP & CM

Type or Print Above Signature on Above Line

1178

273519

To Be Recorded In The  
Chattel Records of The Local  
Jurisdiction And Among The  
Financing Statement Records Of  
The State Department of Assessments  
And Taxation.

Not Subject To Recordation  
Taxes (Exempt Collateral).

BOOK 529 PAGE 24

FINANCING STATEMENT  
(Maryland - U.C.C.-1)

RECORD FEE 11.00

POSTAGE .50

#143970 0777 #04 113113

1. Debtor:

Mother Goose Shoes  
237 Glen Burnie Mall  
Glen Burnie, Maryland 21061

CK 06/29/88

2. Secured Party:

THE FIRST NATIONAL BANK OF MARYLAND  
25 South Charles Street  
14th Floor  
Baltimore, Maryland 21201  
Attention: Roger E. Dreschler  
Commercial Banking Executive

3. This Financing Statement covers and the the Debtor grants a security interest to the Secured Party in the following:

- (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
- (iii) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");

1760

- (iv) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
  - (v) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
  - (vi) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds; and
  - (vii) All records relating to or pertaining to any of the above.
  - (viii) All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

MOTHER GOOSE CORPORATION  
A Maryland Corporation

By: David J. Kessler (SEAL)  
David J. Kessler, President

Date: June 24, 1988

TO FILING OFFICER: After this Statement has been recorded, please return to:

Jackie D. Snead  
First National Bank of Maryland  
Banc 101-501  
25 South Charles Street  
Baltimore, Maryland 21201

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. F31-7 U.C. 1/79

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. I.D. 230953 recorded in  
Liber 421 Folio 519 on January 31, 1980 (Date).

**1. DEBTOR(S):**  
 Name(s) Compromise Inc.  
 Address(es) 1703 Farmers Bank Building, Wilmington, DE 19899

**2. SECURED PARTY:**  
 Name First New England Financial Corporation  
 Address 326 First Street Suite 26 Annapolis, Maryland 21403

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00  
POSTAGE .50  
41-3550 COPY 114 113-11  
06/29/80  
PDM

9. SIGNATURES.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY  
First Pennsylvania Bank N.A.  
By [Signature]  
Thomas O'Neill AVP  
(Type, Name and Title)

DEBTOR(S)  
(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
Type name of Company and Name and Title of  
Authorized Signer.

10.50

FINANCING STATEMENT FORM UCC1 270512 Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here: \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Naturally Green, Inc.  
Address 1047 MD RT 3 North Gambrills, MD. 21054

2. SECURED PARTY

Name GFS Leasing, Inc.  
Address 124 Slade Avenue Ste. #100  
Pikesville, MD. 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above **RECORD FEE 11.00**

#163940 CTT7 R04 T13#10

2. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

CK

06/29/88

1 Vermeer Trencher LM35 S/N 445  
Per Invoice #67892

Name and address of Assignee  
American Network Leasing Partnership  
B-1 124 Slade Avenue Ste. #100  
Pikesville, MD. 21208

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Thomas Woods Jr.  
(Signature of Debtor) President  
Naturally Green, Inc.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

GFS Leasing, Inc.  
(Signature of Secured Party)  
M. E. Clayton  
Type or Print Above Signature on Above Line

1130  
1150

UNIVERSITY MICROFILMS  
SERIALS ACQUISITION  
300 N ZEEB RD  
ANN ARBOR MI 48106

STATE OF MARYLAND

FINANCING STATEMENT ~~FORM UCC~~ 529 PAGE 28

Identifying File No. 270513

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ - 0 -

If this statement is to be recorded in land records check here.

This financing statement Dated 6/24/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE:

Name Charles J and Nellie B Ruehle  
Address 1000 Lower Pindell Rd Lethian Md 20711

2. ~~SECURITY~~ LESSOR:

Name TELMARK INC.  
Address P. O. Box 4943, Syracuse, NY 13221

RECORD FEE 12.00  
M164120 CTTT R04 113235  
CK 06/29/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 New Hesston Mower Conditioner  
1 New Hesston 3760 Tractor  
S/N BV 0008103

Name and address of Assignee

The Lessor is a Farm Operation and this equipment will be used in the Farm Operation.

THIS IS A LEASE TRANSACTION AND THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY. CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Charles J Ruehle  
(Signature of ~~XXXXXX~~ LESSEE)

Charles J Ruehle  
Type or Print Above Name on Above Line

Nellie B Ruehle  
(Signature of ~~XXXXXX~~ LESSEE)

Nellie B Ruehle  
Type or Print Above Signature on Above Line

TELMARK INC.

Linda Wiggins  
(Signature of ~~XXXXXX~~ LESSOR)

Linda Wiggins  
Type or Print Above Signature on Above Line

273511

FINANCING STATEMENT—MARYLAND

File No. \_\_\_\_\_

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. The name and address of the Debtor is:

Corman Construction, Inc.  
8111 Annapolis Junction Rd., Box 160

2. ~~Jessup, MD, 20794-0160~~ Party (or Assignee) is:

First Virginia Commercial Corporation  
6400 Arlington Boulevard

Falls Church, VA, 22046

3. The maturity date of the obligation (if any) is: \_\_\_\_\_

4. This Financing Statement covers the following types (or items) of property: (Describe)

One (1) Caterpillar 416 Backhoe/Loader with ROPS,  
24" Bucket, SN 5PC03782

RECORD FEE 11.00

POSTAGE .50

5. Check the lines which apply if any, and supply the information indicated:

(If collateral is crops). The above described crops are growing or are to be grown on: \_\_\_\_\_  
(describe real estate)

#164140 CTTT R04 T13136

CK 06/29/88

(If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: \_\_\_\_\_  
(describe real estate)

(If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

(If products of collateral are claimed) Products of the collateral are also covered.

6. Transaction is  is not  (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$\_\_\_\_\_.

Debtor(s):

Secured Party:

Corman Construction, Inc.

First Virginia Commercial Corporation

*WGC* 6-17-88  
William G. Cox  
President

By *Harold V. Dellinger*  
(AUTHORIZED SIGNATURE) 6-17-88

Harold V. Dellinger  
Vice President  
(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.  
All Information Must Be Typewritten or Printed in Ink

1150

529 PAGE 30

273515

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Chen, Stanley K.	7917	Ritchie Highway,	Severna Park,	Maryland 21061
Chen, San Kong				
Chen, Han Pao				

Name of Secured Party or assignee	No.	Street	City	State
Marley Station Deli, Inc.	15942	Shady Grove Road,	Gaithersburg,	Maryland 20877

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Exhibit A Attached Hereto And  
Made A Part Hereof.

RECORD FEE 13.00

POSTAGE CK .50

#164330 CTTT R04 113:59

06/29/88

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

<u>Stanley K. Chen</u> Stanley K. Chen	<u>MARLEY STATION DELI, INC.</u> (Corporate, Trade or Firm Name)	(Seal)
<u>San Kong Chen</u> San Kong Chen	By: <u>Adam Schwartz</u> Signature of Secured Party or Assignee Adam Schwartz, President	
<u>Han Pao Chen</u> (Type or print name under signature) Han Pao Chen	(Owner, Partner or Officer and Title) (Signatures must be in ink)	

David L. Weisman, Esquire  
Meyer, Faller, Weisman & Greenburg, P.C.  
4400 Jenifer Street, N.W.  
Suite 380  
Washington, D.C. 20015

RETURN TO:

13 - 80

EXHIBIT A

(a) Any and all machinery, equipment, furniture and fixtures, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection with the Debtor's operation of its business located at the Premises.

(b) All inventory, raw materials, supplies and stock-in-trade owned or hereinafter acquired on the premises and all substitutions, replacements and additions pertaining thereto.

(c) The said Sublease for the Premises, and all leasehold interest and improvements attached to or appurtenant to the Debtor's said business located at the Premises, and any replacements or additions thereto.

(d) All licenses (including any alcoholic beverage license), permits owned, issued or granted in any way and which may lawfully serve as collateral issued or otherwise acquired by the Debtor and required for the lawful operation of Debtor's business located at the Premises, and all renewals, replacements, extensions and substitutions of the same.

(e) All accounts receivable or other monies owing to the Debtor.

(f) All after-acquired personal property and/or leasehold improvements, including goods, wares, chattels, fixtures, equipment, furniture and contract rights, acquired by the Debtor and the proceeds of Collateral and all increases, substitutions, replacements, and additions to the Collateral.

(g) The proceeds and products of the aforesaid Collateral.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277516

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ashby Shepherd
Address 5626 Greenock Rd., Lothian, MD 20711

2. SECURED PARTY

Name Outdoor Power
Address 1915 Lincoln Drive, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- New J.D. 52" Commercial Walk Behind S/N M052CMX116873
-Single Wheel Sulky

RECORD FEE 1.10
RECORD FEE 9.90
POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

Ashby Shepherd
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Outdoor Power
Type or Print Above Signature on Above Line

11.50

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

MARYLAND FINANCING STATEMENT

273527

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

529 PAGE 33

1. DEBTOR: Kenneth Frank Bazemore  
(Name or Names)  
101 Wellham Avenue, N.W., Glen Burnie, MD 21061  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation  
(Name or Names)  
8767 Satyr Hill Road, Baltimore, MD 21234  
(Address)

3. ASSIGNEE (if any)  
of SECURED PARTY: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

4. This Financing Statement covers the following types (or items) of property:

One - Used 1978 Kenworth Tractor  
S/N 259139

RECORD FEE 11.00  
POSTAGE CK .50  
M164820 CTTT R04 T14446  
06/29/00

WE HEREBY CERTIFY THAT PROPER FILING HAS BEEN MADE WITH THE MVA.

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
Kenneth Frank Bazemore  
By: *Kenneth Frank Bazemore* **OWNER**  
Kenneth Frank Bazemore (Title)  
(Type or print name of person signing)

SECURED PARTY:  
Atlantic Industrial Credit Corp.  
By: *Robert E. Polack*  
Robert E. Polack, President  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

Return To: SECURED PARTY 1180

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 6/27/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STEVEN R. WENTZ  
 Address 735 COTTAGE DR ARNOLD, MD. 21012

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC. RECORD FEE 11.00  
 Address 41 DEFENSE HWY POSTAGE .50  
ANNAPOLIS, MARYLAND 21401 4164850 CITT R04 T14149  
 Person And Address To Whom Statement Is To Be Returned If Different From Above. GK 06/29/88

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW WOODS SCRAPER SN# 1427 MN# BB5S
- 1 NEW MODERN RAKE SN# 2549 MN# MR36
- 1 USED KUBOTA TRACTOR SN# 51719 MN# L235DT
- 1 NEW M&M TRAILER SN# 162006 MN# BP

Name and address of Assignee  
 KUBOTA CREDIT CORPORATION  
 P.O. Box 105598  
 Atlanta, GA 30348-5598

KUBOTA CONTRACT # 13400-814348

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Steven R. Wentz*  
 (Signature of Debtor)

STEVEN R. WENTZ  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)  
 Type or Print Above Signature on Above Line

*Alfred J. ...*  
 (Signature of Secured Party)

BALDWIN SERVICE CENTER, INC.  
 Type or Print Above Signature on Above Line

1170

273519

BOOK 529 PAGE 35

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$...12,500...

1. Name of Debtor(s): Gillis Business Forms, Inc.  
Address: 2521 Riva Rd.  
Annapolis, Md. 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

- 1 Macintosh II, HD40SC, 2Mb RAM - F81040W
- 1 Apple 13" RGBColor Monitor with Video Card & Expansion - 5069439
- 1 Laser Writer II NT - CA 8081PJP
- 1 Mac Scan Flatbed Scanner - B003475

RECORD FEE 11.00  
RECORD TAX 87.50  
POSTAGE CK .50

8164860 0777 ROM T14150

06/29/88

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

Debtor(s):  
Charles L. Gillis  
.....  
Charles L. Gillis - President.....  
Eleanor H. Gillis  
.....  
Eleanor H. Gillis - Vice President

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: Loraine A. Carroll  
.....  
Loraine A. Carroll - District Op. Manager  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11/87/88  
NS

273520

Anne Arundel County  
FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Floor Masters, Inc.  
Address: 132 Collington Ct.  
Arnold, MD 21012

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:  
A continuing Business Loan Security Agreement covering all accounts receivable, inventory, machinery, fixtures and equipment now in existence and or hereafter acquired.

RECORD FEE 11.00  
POSTAGE .50

#164880 CTTT R04 T14:50

4. Check the statements which apply, if any, and supply the information indicated:

CK 06/20/88

(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

Debtor(s): Floor Masters, Inc.  
I. Stuart Garlington, President  
.....  
.....

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: Jeffrey B. Wiley, Branch Manager  
.....  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1150



Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment and Personal Property. All of the equipment, machinery, furniture and fixtures of Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:

SECURED PARTY:

M.J. Property, a Maryland joint venture

First National Bank of Maryland

By: *Michael W. Huber*  
Michael W. Huber

By: *Catherine T. Lewis*  
Catherine T. Lewis  
Assistant Vice  
President

By: *Jack Hardin*  
Jack Hardin

Address where Collateral will be located:

6700 Ft. Smallwood Road  
Anne Arundel County, MD

Mr. Clerk: Please return to Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral Street, P.O. Box 868, Annapolis, Maryland 21404.

A:f41380.fs  
A:f13

*T*



PARCEL ONE

BEGINNING FOR THE FIRST THEREOF, in the center of County Road leading from the Main road to Hawkins Point towards Annapolis and at the end of a line measured along the center of said County Road South 5 degrees 15 minutes East 646 feet from the end of the first line of the land described in a Lease dated July 5, 1907 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 56, folio 360 from Walter R. Townsend, et al, to August Krause and running thence from said place of beginning binding on the Southernmost outline of the 4 acres of land heretofore conveyed to Mary E. Della South 81 degrees 45 minutes West 400 feet to the center of a branch being the outline of the land described in a Deed from William B. Chairs to Walter R. Townsend and Sydney O. Heiskell dated April 7, 1899 and recorded among the aforesaid Land Records in Liber G.W. No. 13, folio 60 and running thence binding on said stream and on the outlines of said land South 23 degrees 46 minutes West 158 feet and South 5 degrees 53 minutes East 76 feet thence parallel to the first line of the herein described lot North 81 degrees 45 minutes East 432 feet to the center of the aforesaid County Road at the distance of 216 feet South 8 degrees 45 minutes West from the beginning and thence binding on the center line of the said County Road North 8 degrees 45 minutes East 216 feet to the place of beginning. Containing 2 acres of land more or less.

PARCEL TWO

BEGINNING FOR THE SECOND THEREOF, in the center of the County Road leading from the main road to Hawkins Point towards Annapolis and at the distance of 862 feet Southwesterly measured along the center of the said County Road from the end of the first line of land described in a Lease from Walter R. Townsend, et al, to August Krause dated July 5, 1907 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 56, folio 360 and running thence from the place of beginning South 81 degrees 45 minutes West 432 feet to the center of a branch being the outline of the land described in a Deed from William B. Chairs to Walter R. Townsend, et al, dated April 15, 1899 and recorded among the aforesaid Land Records in Liber G.W. No. 13, folio 60 and running thence binding on the center of said stream and on the outlines of said land South 5 degrees 53 minutes East 104 feet thence parallel with the first line of this description North 81 degrees 45 minutes East 412 feet to the center of the aforesaid County Road the two following courses and distances, viz: North 2 degrees 50 minutes East 88 feet and North 8 degrees 45 minutes East 18 feet to the place of beginning. Containing 1 acre of land more or less.

SAVING AND EXCEPTING, so much of the property which was conveyed to the State of Maryland to the use of the State Highway Administration of the Department of Transportation by Deed dated May 4, 1977 and recorded among the Land Records of Anne Arundel County in Liber 2963, folio 43.

BEING the same property described in a Deed of even date herewith from James F. O'Hara and James T. Frese unto M.J. Property, a Maryland Joint Venture, recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County.

273522

BOOK 529 PAGE 41

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1  To Be Recorded in the Land Records of \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3  Not subject to Recordation Tax
- 4  Recordation Tax has been paid on the principal amount of \$ 296,561.16 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) Historic Annapolis, Inc. Address(es) 194 Prince George Street  
Annapolis, Md. 21401

RECORD FEE 13.00  
POSTAGE .50  
#299940 C345 R01 T08:47

6 Secured Party MARYLAND NATIONAL BANK Address Real Estate and Mortgage Division  
Attention L. Richardson ~~XXXXXXXX~~ 10 Church Circle  
~~XXXXXXXX~~ Annapolis, Md. 21401  
~~XXXXXXXXXXXXXXXXXXXX~~

06/30/88  
CK

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 25, 1988 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)  
HISTORIC ANNAPOLIS, INC.

BY: Mary Pringle Symonds (SEAL)  
Mary Pringle Symonds, President

BY: Donald H. Patterson (SEAL)  
Donald H. Patterson, Chairman of the Board

Secured Party  
MARYLAND NATIONAL BANK

By: Laura R. Richardson (SEAL)  
Laura R. Richardson, Commercial Banking Officer

Mr Clerk Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

13

BEGINNING for the first thereof at a pipe set on the northeast side of Pinkney Street (formerly Carrolls Alley); said pipe being North  $52^{\circ} 57'$  West 56.73 feet from the southernmost corner of the stucco faced building on the northeast side of Pinkney Street and the northwest side of an alley leading from Pinkney Street to Prince George Street; and running from said beginning point with the northeast side of Pinkney Street North  $57^{\circ} 49'$  West 80.83 feet to a Nail set in a concrete sidewalk; thence leaving Pinkney Street North  $43^{\circ} 54'$  East 41 feet to a nail set in the top rail of a wooden fence; thence with said fence South  $45^{\circ} 25'$  East 25 feet to a nail set in the top of said fence; thence with a second fence North  $41^{\circ} 37'$  East 22.75 feet to a pipe set on the north side of a fence corner; with a third fence and with the south face of a concrete wall South  $44^{\circ} 50'$  East 56.16 feet to a point at the end of said wall; thence with a line running along the northwest face of a second stucco building South  $44^{\circ} 35' 50''$  West 45.68 feet to the place of Beginning; all as surveyed by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors in December 1957. The improvements thereon being known as No. 18 Pinkney Street.

BEGINNING for the second at an iron pipe now set on the northeasternmost side of Pinkney Street at the end of the first line of the conveyance by Elizabeth Moss and husband to Louis Bloom and wife by deed dated June 19, 1924, and recorded among the Land Records of Anne Arundel County in Book WNW 93, page 295, said beginning point being distant North  $55^{\circ} 59' 20''$  West 108.75 feet from Annapolis City Coordinate Station 16508, thence leaving said beginning point so fixed and said Pinkney Street and running with the North  $43^{\circ} 54'$  East 41 foot line described in the conveyance by Fanny Schenker, widow, to Historic Annapolis, Inc., by deed dated March 31, 1958, and recorded among the Land Records of Anne Arundel County in Book GTC No. 1194, page 328 with meridian referred to Annapolis City Grid North  $37^{\circ} 10' 40''$  East 41.0 feet to an iron pipe there set in a new wooden fence, thence leaving said conveyance to Historic Annapolis, Inc. and running with said conveyance to Bloom North  $54^{\circ} 48' 50''$  West 7.50 feet to an iron pipe there set; thence running North  $41^{\circ} 51' 30''$  East 13.80 feet to a galvanized nail set in a fence rail at the fence corner; thence running with part of the rear line of No. 167 Prince George Street shown on a Plat recorded with the deed by James Green and wife to Louis W. Whaley and wife dated September 9, 1947 and recorded among the Land Records of Anne Arundel County in Book JHH 430, page 395 North  $49^{\circ} 29' 40''$  West 15.04 feet to an iron pipe there set; thence leaving said conveyance to Whaley and the outlines of the whole lot conveyed to Louis Bloom, and running with the northeastern extension of the northwest wall of the garage located on the described lot South  $32^{\circ} 28' 10''$  West 16.65 feet to the cor-

EXHIBIT "A"      SHIPLAP HOUSE  
Page 2

ner of said garage; thence running with the outside wall of the northwest side of the garage continuing South 32° 28' 10" West 24.0 feet to the southwest corner of the garage; thence leaving said garage and running parallel to and distant 2.63 feet from the outside wall of No. 30 Pinkney Street conveyed by Louis Bloom to Isiah Forrester by deed dated September 3, 1947 and recorded among the Land Records of Anne Arundel County in Book JHH 433, page 425 South 25° 33' 40" West 17.56 feet to a spike set in the sidewalk on the northeast side of Pinkney Street; thence leaving said conveyance to Forrester and running with said side of Pinkney Street South 64° 06' 30" East 14.80 feet to the place of beginning. Containing 0.022 acres, more or less, according to a survey and plat made by Edward Hall, III and Associates, Registered Professional Land Surveyors in May, 1970. The improvements thereon being known as No. 20 Pinkney Street.

SUBJECT to easements, conditions and restrictions contained in a deed dated December 29, 1980 and recorded among the Land Records of Anne Arundel County in Liber 3377, folio 747 from Historic Annapolis, Incorporated to Donald O. Jackson and Barbara A. Jackson, his wife.

273700

STATE OF MARYLAND

BOOK 529 PAGE 44

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Filed in Anne Arundel County

1. DEBTOR

Name Software Associates, Inc.

Address 201 Benton Ave. , Linthicum, MD 21090

2. SECURED PARTY

Name IBM Credit Corporation

Address 200 Galleria Parkway, Suite 330, P.O. Box 105061

Atlanta, GA 30348-9990

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, furniture, fixtures, accounts, contracts rights, chattel paper, instruments, general intangibles, reserves, rebates, discounts, credits and incentive payments, wherever located, now owned or hereafter acquired, and all attachments, parts, accessions, accessories and replacements thereto and all proceeds thereof. This obligation not subject to recordation tax.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
POSTAGE .50

#139390 0040 R03 T11:50

07/05/89

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CK

Harry G. Oehler N.P.  
(Signature of Debtor)

HARRY G. OELER  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Ken Topham  
(Signature of Secured Party)

KEN TOPHAM  
Type or Print Above Signature on Above Line

11.00  
.50  
-----  
11.50



C88-06-029  
MAIL TO:  
Capitol Title Insurance Agency, Inc.  
2101 Defense Highway, Suite 1  
Crofton, Maryland 21114

MARYLAND NATIONAL BANK

BOOK 529 PAGE 45

### FINANCING STATEMENT

- 1  To Be Recorded in the Land Records of \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3  Not subject to Recordation Tax
- 4  Recordation Tax has been paid on the principal amount of \$ 95,310.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s)  
 Sara A. Sweet  
 Andrew G. Levy  
 Stanley H. Goldstein

Address(es)  
 7024 Chestnut Brook Court,  
 Pasadena, Md.

6 Secured Party  
 MARYLAND NATIONAL BANK  
 Attention Harrell Copeland

Address Real Estate and Mortgage Division  
 XXXXXXXX 10 Church Circle  
 XXXXXXXX Annapolis, Md. 21401  
 XXXXXXXXXXXXXXXX

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 24 1988 from Stephen F. Beckenholdt and Dennis M. Miller Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created

RECORD FEE 13.00  
 POSTAGE .50  
 HM 299 C345 R01 T10:42  
 06/30/88

Debtor(s)

Secured Party  
MARYLAND NATIONAL BANK

Sara A. Sweet (SEAL)  
 Sara A. Sweet

By Harrell D. Copeland (SEAL)

Andrew G. Levy (SEAL)  
 Andrew G. Levy

Harrell D. Copeland  
 Type name and title

Stanley H. Goldstein (SEAL)  
 Stanley H. Goldstein  
 Mr. Clerk, Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

*as attorney in fact*

*Handwritten initials and marks*

The land referred to in this commitment is situate in the State of Maryland, Anne Arundel County and described as:

Lot Thirty Three (33) in a subdivision known as "CHESNUT HILL COVE, Section One, Plat Two", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 105, folio 27. The improvements thereon being known as 7024 Chesnut Brook Court.

C88-06-025  
MAIL TO:  
Capitol Title Insurance Agency, Inc.  
2101 Defense Highway, Suite 1  
Crofton, Maryland 21114

BOOK 529 PAGE 47

270510

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1  To Be Recorded in the Land Records of \_\_\_\_\_
- 2  Be Recorded among the Financing Statement Records of Anne Arundel County
- 3  Not subject to Registration Tax
- 4  Registration Tax has been paid on the principal amount of \$ 102,623.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5 Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
 ✓ Sara A. Sweet 7020 Chesnut Brook Court,  
 ✓ Andrew G. Levy Pasadena, MD  
 Stanley H. Goldstein

6 Secured Party \_\_\_\_\_ Address: Real Estate and Mortgage Division  
 MARYLAND NATIONAL BANK XXXXXXXX 10 Church Circle  
 Attention: Harrell Copeland XXXXXXXX Annapolis, Md. 21401  
 XXXXXXXXXXXXXXXXXXXX

RECORD FEE 13.00  
 POSTAGE .50

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property.

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 24 19 88 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s) \_\_\_\_\_ Secured Party  
 MARYLAND NATIONAL BANK  
Sara A. Sweet (SEAL) By Harrell D. Copeland (SEAL)  
Andrew G. Levy (SEAL) Harrell D. Copeland, Vice President  
Stanley H. Goldstein (SEAL) Type name and title

Mr. Clerk, Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

*By [Signature]  
 his attorney in fact*

12  
 7

RECORDED  
 06/30/88

The land referred to in this commitment is situate in the State of Maryland, Anne Arundel County and described as:

Lot Thirty One (31) in a subdivision known as "CHESNUT HILL COVE, Section One, Plat Two", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 105, folio 27. The improvements thereon being known as 7020 Chesnut Brook Court.

C88-06-027

Capitol Title Insurance Agency, Inc.  
2101 Defense Highway, Suite 1  
Crofton, Maryland 21114

BOOK 529 PAGE 49

273513

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3.  Not subject to Recordation Tax
- 4.  Recordation Tax has been paid on the principal amount of \$ 103,635.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5. Debtor(s) Name(s) Address(es)  
 Sara A. Sweet 7022 Chesnut Brook Court  
 Andrew G. Levy Pasadena, Md.  
 Stanley H. Goldstein

*RHM*

RECORD FEE 13.00  
POSTAGE .50

6. Secured Party Address: Real Estate and Mortgage Division #300500 0345 R01 T10:53  
 MARYLAND NATIONAL BANK ~~XXXXXXXX~~ 10 Church Circle 06/30/88  
 Attention: Harrell D. Copeland ~~XXXXXXXX~~ Annapolis, Md. 21401  
~~XXXXXXXXXXXXXXXXXXXX~~

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 24 1988 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s) Secured Party  
 Sara A. Sweet (SEAL) By Harrell D. Copeland (SEAL)  
 Sara A. Sweet  
 Andrew G. Levy (SEAL) Harrell D. Copeland, Vice President  
 Stanley H. Goldstein (SEAL) Type name and title  
 Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above  
*His attorney is here*

13

Lot Thirty Two (32) in a subdivision known as "CHESNUT HILL COVE, Section one, Plat Two", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 105, folio 27. The improvements thereon being known as 7022 Chesnut Brook Court.

AP

32267

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN CHATTEL RECORDS OF  
~~MARYLAND~~ ANNE ARUNDEL COUNTY,  
MARYLAND

For Filing Officer Use	
File No.	_____
Date &	_____
Hour	_____

This Statement is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

File Number of original Financing Statement #249965

Date of Filing Nov. 29, 1983

Record Reference Liber 468 Folio 144

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)	No.	Street	City	State
(Last Name First)				
THE STANLEY S. HALLE FAMILY		c/o Mr. Stanley S. Halle		
TRUST INDENTURE		9300 Annapolis Road, Lanham, MD 20801		

Name of Secured Party or assignee	No.	Street	City	State
THE NATIONAL BANK OF COMMERCE		1430 K Street, N.W.,	Washington, DC	20005
now known as DOMINION BANK OF WASHINGTON, NATIONAL ASSOCIATION				

CHECK APPLICABLE STATEMENT

CONTINUATION  
The original Financing Statement identified above by file number is still  
effective.

TERMINATION  
The original Financing Statement identified above by file number is  
terminated and the secured party no longer claims a security interest under  
the financing statement.

RELEASE  
From the property described in the original Financing Statement identified  
above, the property described below is released.

RECORD FEE 10.00

POSTAGE .50

#301070 C345 R01 T13#31

ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the  
secured party under the original Financing statement identified above.

06/30/88

OTHER

Debtor(s) or assignor(s)

Secured Party:

DOMINION BANK OF WASHINGTON,  
NATIONAL ASSOCIATION (Seal)  
(Corporate, Trade or Firm Name)

*Philip C. Williams*

Signature of Secured Party or Assignee  
PHILIP C. WILLIAMS

SENIOR VICE PRESIDENT

(Type or print name under signature)

(Owner, Partner or officer and Title)  
(Signatures must be in ink)

10-  
JW

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000  
1625 Eye St., N.W., Washington, D.C. 20006

273015

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN Anne Arundel LAND RECORDS

For Filing Officer Use	
File No.	_____
Date &	_____
Hour	_____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
South River Joint Venture c/o Long & Foster	2563	Forest Drive,	Annapolis,	Maryland

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Marine Midland Bank, N.A.	534	Broad Hollow Road,	Melville,	NY

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Rider attached hereto

RECORD FEE 26.00  
 POSTAGE .50  
 #137480 0040 R03 T16:46  
 06/30/88

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

<u>South River Joint Venture</u>	<u>Marine Midland Bank, N.A.</u> (Seal) (Corporate, Trade or Firm Name)
By: <u>South River Development Corp.</u>	<u>Kim M. Fogarty, Asst.</u> Signature of Secured Party or Assignee
By: <u>Robert A. Levine, President</u> (Type or print name under signature)	<u>Kim M. Fogarty, Asst. Vice Pres.</u> (Owner, Partner or Officer and Title) (Signatures must be in ink)

26.00

## RIDER

Assignment of rents, condemnation awards, hazard insurance proceeds and all fixtures, furnishings, fittings, appliances, apparatus, equipment, machinery, boilers, building materials, oil burners, power systems, air conditioning units, elevators, chattels, and articles of personal property and all additions thereto and replacements thereof now or at any time hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, equipment, occupancy or operation of the improvements on the premises described in Schedule A annexed hereto, except those owned by lessees or those claiming under or through lessees or leased by lessees from parties other than the Debtor.

SCHEDULE "A" - PARCEL I

DESCRIPTION OF PARCEL "A", AREA 3  
A PART OF THE PROPERTY OF HERITAGE HARBOUR CORPORATION  
SECOND (2nd) ASSESSMENT DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

Being part of the property acquired by Heritage Harbour Corporation, a North Carolina corporation, from Ervin Atlantic Company, by deed dated December 30, 1975, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2820 at Folio 838 and being more particularly described as follows:

BEGINNING for the same at a point on the westerly right of way line of South Haven Road (80 foot right of way) said point also designated as coordinate number 1, as shown on a plat of subdivision entitled "P.U.D. #2, Plat Two, Areas 3 & 4, Condominiums, Heritage Harbour", recorded among the aforesaid Land Records in Plat Book 37 at Folio 42 at Plat Number E-1842, thence leaving said right of way and running in, through, over and across the property of the owners, the following five (5) courses and distances

1. South 10°01'35" West, 277.46 feet to a point, thence
2. South 53°25'50" West, 422.78 feet to a point, thence
3. North 81°34'10" West, 245.38 feet to a point, thence
4. North 36°34'10" West, 298.49 feet to a point, thence

5. North  $53^{\circ}25'50''$  East, 734.20 feet to a point on the westerly right of way line of said South Haven Road (80 foot right of way) thence running with said right of way line the following two (2) courses and distances
6. 187.68 feet along the arc of a curve deflecting to the left, and having a radius of 740.00 feet and a chord bearing and distance of South  $46^{\circ}45'44''$  East, 187.18 feet to a point, thence
7. South  $54^{\circ}01'41''$  East, 101.81 feet to the point of beginning; containing 331,422.44 square feet or 7.6084 acres of land.

SCHEDULE "A" - PARCEL II

DESCRIPTION OF PARCEL "B", AREA 4  
 A PART OF THE PROPERTY OF HERITAGE HARBOUR CORPORATION  
 SECOND (2nd) ASSESSMENT DISTRICT  
 ANNE ARUNDEL COUNTY, MARYLAND

Being part of the property acquired by Heritage Harbour Corporation, a North Carolina corporation, from Ervin Atlantic Company, by deed dated December 30, 1975, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2820 at Folio 838 and being more particularly described as follows:

BEGINNING for the same at a point on the westerly right of way line of South Haven Road (variable right of way) said point also designated as coordinate number 12, as shown on a plat of subdivision entitled "P.U.D. #2, Plat Two, Areas 3 & 4, condominiums, Heritage Harbour", recorded among the aforesaid Land Records in Plat Book 37 at Folio 42 as Plat Number E-1842, thence running with said right of way the following five (5) courses and distances:

1. 11.73 feet along the arc of a curve deflecting to the right, having a radius of 660.00 feet and a chord bearing and distance of South 28°26'36" East, 11.73 feet to a point, thence

2. 502.64 feet along the arc of a curve deflecting to the right, having a radius of 700.56 feet and a chord bearing and distance of South 07°25'48" East, 491.93 feet to a point, thence
3. South 13°07'27" West, 16.42 feet to a point, thence
4. South 76°52'33" East, 36.73 feet to a point, thence
5. South 14°09'45" West, 216.29 feet to a point, thence leaving said right of way and running in, through, over and across the property of the owners the following four (4) courses and distances
6. North 71°40'~~42~~" West, 391.79 feet to a point, thence
7. North 27°57'03" West, 179.17 feet to a point, thence
8. North 18°19'18" East, 300.18 feet to a point, thence
9. North 62°02'57" East, 354.72 feet to the point of beginning; containing 254,099.85 square feet or 5.8333 acres of land.

MN237001.FIS  
1840

529 PAGE 58

RETURN TO:  
CENTRAL MARYLAND TITLE CO.  
7310 Ritchie Highway  
Suite 210  
Glen Burnie, MD 21061

**FINANCING STATEMENT**

1. Names of Debtors: CRAIN TOWERS, INC.  
DALJIT S. SAWHNEY  
PAVANJIT K. SAWHNEY  
BASANT KHANDELWAL  
RITA KHANDELWAL  
Address: c/o Dr. Daljit S. Sawhney  
2400 Frederick Road  
Catonsville, Maryland 21228
2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate Industries Group  
Construction Finance Section  
10 Light Street  
Baltimore, Maryland 21202
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtors in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 29, 1988 from Debtors to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the "Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtors of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

- 4. Proceeds and products of all collateral are covered.
- 5. Recordation tax on the principal sum of \$7,750,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

Debtors:

CRAIN TOWERS, INC.

By [Signature]  
Daljit S. Sawhney  
President

[Signature]  
Daljit S. Sawhney

[Signature]  
Pavanjit K. Sawhney

[Signature]  
Basant Khandelwal

[Signature]  
Rita Khandelwal

Secured Party:

MARYLAND NATIONAL BANK

By [Signature]  
Dennis R. Glasgow  
Assistant Vice President

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Jeffrey H. Seibert

PLEASE RECORD AS FOLLOWS:

- 1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
- 2. IN THE FINANCING STATEMENT RECORDS OF BALTIMORE COUNTY, MARYLAND
- 3. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

## PARCEL NO. 1

Beginning for the same on the northwesternmost side of Crain Highway, Maryland Business Route #3, as shown on S.R.C. Plat Nos. 15298 and 15299, at its intersection with the southwesternmost side of Maryland Route #100, as shown on S.R.C. Plat Nos. 25625 and 25626, said point being also the end of the second line of that conveyance from Bertha L. Berhardt, et.al. to Glen Burnie Coach Lines, Inc., by deed dated April 21, 1969, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2262 at folio 43; thence leaving said side of Maryland Route #100 and binding along said northwesternmost side of Crain Highway, 1) South 18 degrees 02 minutes 00 seconds West, 102.94 feet to the northernmost side of that conveyance by Alfred L. Mathias and George H. Helfrich to George D. Mathias, by deed dated January 4, 1973, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2552 at folio 76; thence leaving said side of Crain Highway and binding along the outlines of the second abovementioned conveyance the following four courses and distances 2) North 66 degrees 04 minutes 50 seconds West 162.46 feet, 3) South 23 degrees 59 minutes 05 seconds West 291.08 feet, 4) South 66 degrees 40 minutes 03 seconds East, 133.04 feet, 5) South 79 degrees 10 minutes 30 seconds East, 59.84 feet to a point on the northwesternmost side of Crain Highway, thence binding on the northwesternmost side of Crain Highway 6) South 18 degrees 02 minutes 00 seconds West 40.13 feet to a point thence leaving the northwesternmost side of Crain Highway and binding on part of that conveyance from William F. Mewshaw and Minnie May Mewshaw, his wife to Glen Burnie Coach Lines, Incorporated by deed dated January 7, 1969 and recorded among the Land Records of Anne

PROPERTY DESCRIPTION

Arundel County in Liber M.S.H. 2236, folio 550, with meridian corrected  
7) North 66 degrees 40 minutes 03 seconds West, 564.40 feet, thence still  
binding on the outlines of the above mentioned conveyances to the  
Glen Burnie Coach Lines, Inc. 8) North 54 degrees 13 minutes 00 seconds  
East, 447.73 feet, 9) North 20 degrees 05 minutes 20 seconds West,  
434.07 feet, 10) South 66 degrees 44 minutes 00 seconds East, 142.10 feet  
to said northwesternmost side of Maryland Route #100; thence binding  
along said side of Maryland Route #100; 11) southeasterly along the  
arc of a curve to the left having a radius of 2034.86 feet, for an  
arc distance of 190.20 feet, said arc having a chord of South 33  
degrees 42 minutes 00 seconds East, 190.14 feet; 12) South 29 degrees  
16 minutes 00 seconds East, 26.97; 13) South 30 degrees 24 minutes  
10 seconds East, 75.73 feet; and 14) South 38 degrees 02 minutes 40  
seconds East, 232.88 feet, thence continuing along said side of Maryland  
Route #100, 15) South 37 degrees 59 minutes 00 seconds East, 6.96 feet  
to the point of beginning; containing 4.3432 Acres of land, more or less.

Parcel 2:

BEGINNING FOR THE SAME at a granite stone heretofore set at the end of the North 54  
degrees 17 minutes East 586.50' line of the first parcel of a conveyance from Frank  
Kucz and Anna Kucz, his wife, to Alfred C. Caldwell and Nellie M. Caldwell, his wife,  
by deed dated, November 7, 1947, and recorded among the Land Records of Anne Arundel  
County in Liber JHH 445, folio 7, and running thence with the outline of the said  
conveyance North 20 degrees 04 minutes West 124.62' to an iron pipe thence leaving  
the said outline and running with the centerline of a proposed 20 foot right of way  
South 54 degrees 17 minutes West 383.62' to an iron pipe; thence leaving the said  
proposed right of way and running South 35 degrees 43 minutes East 120' to an iron  
pipe now set in the aforementioned North 54 degrees 17 minutes East 586.50' line of  
the aforesaid conveyance; thence running with the said line North 54 degrees 17 minutes  
East 350' to the place of beginning. Containing 1.01 acres land, more or less,  
subject to a proposed 20 foot right of way, the centerline of which is the South 54  
degrees 17 minutes West 383.62' line of the hereinabove described parcel and a  
prolongation thereof South 54 degrees 17 minutes West 167.36' to the eastmost side  
of Old Stage Road. Also known as 1304 Hillcrest Road.

PROPERTY DESCRIPTION

TOGETHER with a 20 foot right of way more particularly described in a Deed from Alfred Caldwell and Nellie M. Caldwell, his wife to Willie Snow and Mary M. Snow, his wife, dated October 13, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1250, folio 537.

TOGETHER with the right to water supply from 1700 Crain Highway as per Deed dated, June 26, 1978, from Robert J. Callanan and Ann M. Callanan, his wife, to Marlene L. Braun, and recorded among the Land Records of Anne Arundel County in Liber 3099, folio 275.

TOGETHER with a easement more particularly described in a Deed from Alfred C. Caldwell and Nellie M. Caldwell, his wife to Crain Towers, Inc. dated August 25, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4471, page 90.

P-2418

273527

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1  To Be Recorded in the Land Records of \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3  Not subject to Recordation Tax
- 4  Recordation Tax has been paid on the principal amount of \$ 86,500.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) Professional Construction Services, Inc. Address(es) Lot No. 21  
STONINGTON, Anne Arundel County, Md.

6 Secured Party: MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division 10 Church Circle  
 Attention: Harrell Copeland Anne Arundel, Md. 21405  
 #137820 0055 R03 T17:21  
 06/30/88

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 27, 19 88 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created

RECORD FEE 11.00  
 TOTAL 11.00  
 #137820 0055 R03 T17:21  
 06/30/88

Debtor(s)  
PROFESSIONAL CONSTRUCTION SERVICES, INC.  
 BY: [Signature] (SEAL)  
James W. Thomasson, Jr. Vice President  
 \_\_\_\_\_ (SEAL)

Secured Party  
MARYLAND NATIONAL BANK  
 By: [Signature] (SEAL)  
Harrell D. Copeland, Vice President  
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

11/02/80

PROPERTY DESCRIPTION

BOOK 529 PAGE 64 Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel ( \_\_\_\_\_ Election District), State of Maryland \_\_\_\_\_, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 21 \_\_\_\_\_ as shown on a plat entitled, "Plat 3 of 3, STONINGTON, An Adult Community", and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 106, Folio 23.

p. 3418

BOOK 520 PAGE 65

2735 13

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3.  Not subject to Recordation Tax
- 4.  Recordation Tax has been paid on the principal amount of \$ 110,810.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5. Debtor(s) Name(s) Professional Construction Services, Inc. Address(es) Lot 53 STONINGTON, Anne Arundel County, Maryland

6. Secured Party MARYLAND NATIONAL BANK Address Real Estate and Mortgage Division 10 Church Circle Annapolis, Md. 21401  
 Attention Harrell Copeland

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 27 19 88 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

RECORD FEE 11.00  
 POSTAGE .50

Debtor(s)  
PROFESSIONAL CONSTRUCTION SERVICES, INC.  
 \_\_\_\_\_ (SEAL)  
 BY: James W. Thomasson, Vice President (SEAL)

Secured Party  
 MARYLAND NATIONAL BANK #137840 0055 R03 T17:21  
 BY: Harrell D. Copeland (SEAL) *RAM*  
Harrell D. Copeland, Vice President  
 Type name and title

Mr Clerk Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

853 F E D 1 85

PROPERTY DESCRIPTION

BOOK 529 PAGE 66

Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel ( \_\_\_\_\_ Election District), State of Maryland , and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 53 as shown on a plat entitled, "Plat 3 of 3, STONINGTON, An Adult Community", and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 106, Folio 23.



ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dental Associates

Address c/o P.O. Box One, Severna Park, MD 21146

2. SECURED PARTY

Name FARMERS NATIONAL BANK OF MARYLAND

Address 5 CHURCH CIRCLE

ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above  
RECORD FEE 11.00  
POSTAGE .50

3. Maturity date of obligation (if any) #302910 C345 R01 711:56

4. This financing statement covers the following types (or items) of property: (list) 07/01/88

ALL ACCOUNTS, INVENTORY AND EQUIPMENT NOW OWNED OR HEREAFTER ACQUIRED BY BORROWER AND ALL PROCEEDS (CASH AND NON-CASH) OF SUCH ACCOUNTS, INVENTORY AND EQUIPMENT. *RPM*

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

DENTAL ASSOCIATES  
*Richard Cheskis*  
\_\_\_\_\_  
(Signature of Debtor)

By: Richard Cheskis  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

*11-*  
*sc*  
Type or Print Above Signature on Above Line

*Earl C. McNay*  
\_\_\_\_\_  
(Signature of Secured Party)

Earl C. McNay, AVP  
Type or Print Above Signature on Above Line

278550

BOOK 529 PAGE 68

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es) FRED G WILLIAMS 1695 EPPINGFARMS LANE ANNAPOLIS MD 21403	2. Secured Party(ies) and address(es) RIGGS NATIONAL BANK 1120 VERMONT AVENUE NW WASHINGTON DC 20005	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property BOAT 1988 WELLCRAFT 34' S/N WELC4304B888 MOTOR 19 MERCUISER 18 340 HP S/N 8913746 <del>XXXXXXXXXXXXXXXXXXXX</del> MOTOR #2 1988 MERCUISER 18 340 HP S/N 8946287		RECORD FEE 12.00 POSTAGE .50 #138470 0040 R03 T10:07 RNM 07/01/88 5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

Filed with

X  
 \_\_\_\_\_  
 By Fred G Williams  
 Signature(s) of Debtor(s)  
 (1) Filing Officer Copy - Alphabetical

\_\_\_\_\_  
 By J. A. Molsler  
 Signature(s) of Secured Party(ies)  
 J. A. MOLSLER  
 Vice President

STANDARD FORM - FORM UCC-1.



BOOK 529 PAGE 69

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 5,000
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

- SDAI
- Montgomery County
- Prince George's County
- Other Anne Arundel County

NAME	Street	City	State
1. Debtor(s)			
<u>Wild &amp; Wooly Needlecrafts, Inc., 160 East Jennifer Road, Annapolis, MD 21401</u>			

2. Secured Party: SOVRAN BANK/MARYLAND  
 6610 Rockledge Drive, Bethesda, MD 20817  
 Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

Wild & Wooly Needlecrafts, Inc.

By: Derek K. Harps

Peter Schlossberg, Pres.

Type Name Derek K. Harps

Title Vice President

Peter Schlossberg, Pres.  
Type or Print Name and Title of Each Signatory

RECORD TAX 11.00

POSTAGE .50

#138490 0040 R03 T10:10

07/01/88

*RAM*

*11-21-88*

All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.

All of the above located at the following locations:

160 East Jennifer Road  
Annapolis, MD 21401

5508 Leesburg Pike  
Falls Church, VA 22041

9554 Livingstone Road  
Fort Washington, MD 20744

9673 Lost Knife Road  
Gaithersburg, MD 20877

356 Domar Avenue  
Laurel, MD 20707

6935 Hechinger Drive  
Springfield, VA 22151

7300 Leesburg Pike  
Falls Church, VA 22043

10430 Auto Park Drive  
W. Bethesda, MD 20817

8754 Richmond Highway  
Alexandria, VA 22309

13633 Connecticut Avenue  
Silver Spring, MD 20906

Fair Oaks Shopping Mall #G201  
Fairfax, VA 22033

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 519 FOLIO 155 ON October 21, 1987 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation  
Address 305 East Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Provident Bank of Maryland  
Address 114 East Lexington Street, Baltimore, MD 21202 Attn: Commercial Real Estate Department  
Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
POSTAGE .50  
#138490 0040 R03 T10:10  
07/01/88

PROVIDENT BANK OF MARYLAND

Dated May 31, 1988

By: Alex J. Guggenheim  
(Signature of Secured Party)

Alex J. Guggenheim, Vice President  
Type or Print Above Name on Above Line

DIVERSIFIED TITLE CORPORATION  
10 EAST BALTIMORE STREET  
SUITE 1212  
BALTIMORE, MD 21202

1550

Exhibit A

BEING KNOWN AND DESIGNATED as Lots Numbered 5, 7 and 17 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 31 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 3 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 41, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 47 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 2 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 40, respectively.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 501 FOLIO 09 ON July 22, 1986 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation

Address 305 East Furnace Branch Road, Glen Burnie, Md 21061

2. SECURED PARTY

Name Provident Bank of Maryland

Address 114 East Lexington Street, Baltimore, MD 21202, Attn: Commercial Real Estate Department

Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
POSTAGE .50  
#138500 0040 R03 T10:11  
07/01/88

PROVIDENT BANK OF MARYLAND

Dated May 31, 1988

By: Alex J. Guggenheim  
(Signature of Secured Party)

Alex J. Guggenheim, Vice President  
Type or Print Above Name on Above Line

DIVERSIFIED TITLE CORPORATION  
10 EAST BALTIMORE STREET  
SUITE 1212  
BALTIMORE, MD 21202

1052

Exhibit A

BEING KNOWN AND DESIGNATED as Lots Numbered 5, 7 and 17 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 31 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 3 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 41, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 47 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 2 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 40, respectively.

MARYLAND FINANCING STATEMENT

273551

BOOK

529

PAGE

75

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Maryland Save Our Streams, Inc.  
(Name or Names)  
263 Scotts Manor Drive Glen Burnie, Md. 21061

(Address)  
LESSEE CFSL2802  
(Name or Names)  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings & Loan Association  
Of LESSOR (Name or Names)  
2001 E. Joppa Road Baltimore, MD 21234  
(Address)

4. This financing Statement covers the following types (or items) of property:

(1) Toshiba BD 5110 Copier

RECORD FEE 11.00

POSTAGE .50

#133530 0040 R03 110:27

07/01/98

*ARM*

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE Maryland Save Our Streams, Inc.

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: *Barbara Taylor* (Title)  
Exec. Director

By: *Gordon T Hill* (Title)  
Pres.

(Type or print name of person signing)

(Type or print name of person signing)

By: (Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

*11.50*



FINANCING STATEMENT PAGE 76

- 1.  To Be Recorded in the Land Records.
- 2.  To Be Recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

273555

5. Debtor(s) Name(s) Address(es)  
 SMITH MARINE OF SEVERNA PARK, INC. 910 Ritchie Highway  
 Severna Park, Maryland 21146

6. Secured Party Address  
 Provident Bank of Maryland  
 Attention: Richard C. Nettles 114 E. Lexington Street  
 Type name & title Vice President Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual and contract rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. *All Equipment and Fixtures*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. *Proceeds*. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is(are) \_\_\_\_\_.

Debtor(s): SMITH MARINE OF SEVERNA PARK, INC.  
 (Seal) By: [Signature] (Seal)  
 (Seal) Robert C. Smith, President  
 Type name and title

Mr. Clerk: Please return to Provident Bank of Maryland to the officer and at the address set forth in paragraph 6 above.

RECORD FEE 11.00  
 POSTAGE .50  
 #138560 0040 R03 110:54  
 07/01/88  
 RLM

STATE OF MARYLAND

BOOK 529 PAGE 77

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271766

RECORDED IN LIBER 523 FOLIO 340 ON February 24, 1988 (DATE)

1. DEBTOR

Name Major Vend, Inc.  
Address 1548 Lodge Pole Court Annapolis, MD 21401

2. SECURED PARTY

Name Great Northern Funding Corp.  
Address 11500 Rockfield Ct. Cincinnati, OH 45241

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assigned to: First National Bank of Cincinnati, 5th &amp; Walnut Sts. Cincinnati, OH 45202</p>	

RECORD FEE 11.00  
POSTAGE .50  
#138570 0440 R03 T10:55  
07/01/88

TEAN

Dated \_\_\_\_\_

*David Sloan*

(Signature of Secured Party)  
David Sloan, Leasing Manager  
Great Northern Funding Corp.

Type or Print Above Name on Above Line

1050

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 258440 Dated 9/17/85

Record Reference Liber 489 Page 466 Clerk of Circuit Court  
Anne Arundel County, MD

2. DEBTOR is:

Jet Blast, Inc.

Name: \_\_\_\_\_

Address: 6800 Fort Smallwood Rd., Baltimore, MD 21226

3. SECURED PARTY is:

First Eastern Leasing Corporation

Name: \_\_\_\_\_

Address: 30 E. Padonia Road, Timonium, MD 21093

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: Signet Bank/Maryland  
Seven St. Paul Street  
P. O. Box 1077  
Baltimore, Maryland 21203  
Attn: Steven Zelenak (T1806)

SECURED PARTY:

First Eastern Leasing Corporation

By: [Signature]  
(Title)

Date: 6-27-88

RECORD FEE 10.00  
POSTAGE .50

#135580 0040 R03 T11:04

07/01/88

*RHM*

UCC-7

*15 w*

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

- 1. This Termination Statement shall apply to Original Financing Statement:  
 File No. 234267 Dated 9/9/80  
 Record Reference Liber 429 Page 144 Clerk of Circuit Court  
Anne Arundel County, MD
- 2. DEBTOR is:  
 Name: Jet Blast, Inc.  
 Address: 18 Senate Drive, Pasadena, MD 21122
- 3. SECURED PARTY is:  
 Name: Associates Capital Services  
 Address: 6701 Elkridge Landing Road, Linthicum, MD 21090

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: Signet Bank/Maryland  
Seven St. Paul Street  
P. O. Box 1077  
Baltimore, Maryland 21203

Attn: Steven Zelenak (T1806)

SECURED PARTY:

Associates Capital Services

By: [Signature] ASST VP  
(Title)

Date: 6/24/88

*RJM*

RECORD FEE 10.00

POSTAGE .50

#138590 C040 R03 111:05

07/01/88

UCC-7

*15.4*



273538

File No. ....  
Record Reference:  
Liber..... Folio.....

FINANCING STATEMENT

Not subject to Recordation Tax.  To Be Recorded in The Land Records  
(For Fixtures Only).  
 Subject to Recordation Tax on prin-  
cipal amount of \$.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Bowie Bolt & Supply, Inc.	2404 Crofton Blvd. Crofton, MD 21114

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which addi-  
tional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collat-  
eral): All Accounts Receivable, Inventory, Contract Rights and intangibles  
now owned or hereafter acquired.

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-  
ing real estate: (Describe - include house number and street or block reference where  
applicable).

5.  Proceeds)  
.....) of the collateral are also specifically covered.  
.....Products)

Debtor

Secured Party (Assignee)

Bowie Bolt & Supply, Inc.

THE CITIZENS NATIONAL BANK

By: Donna Weathers  
Donna Weathers, President

By: Marilyn F. Horton  
Marilyn F. Horton  
Assistant Vice President

By: Loyd D. Weathers  
Loyd D. Weathers, Sec./Treas.

By: .....

Type or print all names and  
titles under signatures.

*RHM*

RECORD FEE 11.00  
POSTAGE .50  
#138610 C040 R03 T11:08  
07/01/88

*115*

\_\_\_\_ TO BE  
XXX NOT TO BE

RECORDED IN  
LAND RECORDS 51  
BOOK 325 PAGE 77

\_\_\_\_ SUBJECT TO  
XXX NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

27500

FINANCING STATEMENT

1. DEBTOR (S):

EBERSBERGER EXCAVATING  
Name or Names - Print or Type

1711 BALT.-ANNAPOLIS BLVD., ARNOLD, ANNE ARUNDEL-MD. 21012  
Address - Street No., City - County State Zip Code

\_\_\_\_\_  
Name or Names - Print or Type

\_\_\_\_\_  
Address - Street No., City - County State Zip Code

2. SECURED PARTY:

MID-ATLANTIC EQUIPMENT COMPANY  
Name or Names - Print or Type

9107 OWENS DRIVE, MANASSAS PARK, VIRGINIA 22111  
Address - Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe & Attach separate list if necessary).

(1) Dynapac Model CA15 Smooth Drum Vibratory Roller, S/N 2117

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral xxx are, \_\_\_\_ are not covered.

RECORD FEE 11.00  
POSTAGE .50  
#138720 C040 R03 T11:20  
07/01/88

7. Products of collateral \_\_\_\_ are, xxx are not covered.

DEBTOR (S):

*[Signature]*  
Signature of Debtor

EBERSBERGER EXCAVATING  
Type or Print

\_\_\_\_\_  
Signature of Debtor

\_\_\_\_\_  
Type or Print

SECURED PARTY:

*[Signature]*  
Signature of Secured Party

MID-ATLANTIC EQUIPMENT COMPANY  
Company, if applicable

*[Signature]* **TOM LLOYD**  
CREDIT MANAGER

\_\_\_\_\_  
Type or Print (include title if Co.)

To the filing Office: After this settlement has been recorded please mail the same to:

Name & Address MID-ATLANTIC EQUIPMENT COMPANY, 9107 OWENS DRIVE, MANASSAS PARK, VA 22111

112

#4011743

STATE OF MARYLAND

Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272599

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

82  
PAGE  
529  
BOOK

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Building Owners and Managers International Incorporated  
Address 1521 Ritchie Highway, Suite 3A, Arnold, MD 21012

2. SECURED PARTY

Name General Electric Capital Corporation  
Address 600 W. Germantown Pike, Plymouth Meeting, PA 19462

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
Various Office Equipment as more fully described on the invoices attached hereto and made a part hereof. With all attachments, accessories, and additions now or hereafter attached thereto and made a part thereof. Debtor is not authorized to sell equipment.

Recordation Tax of \$18.15 paid on balance of \$5,473.10 to Maryland State.

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 17.00  
POSTAGE .50  
#138740 0040 R03 T11:25  
07/01/89

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Building Owners and Managers International Incorporated

James B. Smith (Signature of Debtor)

James B. Smith  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

General Electric Capital Corporation

David J. Sale  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

17.50

529 PAGE 83

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273501

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated 6/23/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Filas Lawn & Garden Service
Address Rt 2 Box 531 Batts Neck RD, Stevensville, MD 21666

2. SECURED PARTY

Name Annapolis 4A Rentals
Address 1919 Lincoln Drive, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

New John Deere F915 Front Mower S/N MOF915X475439
New John Deere 60" Mower S/N MO1052X576557

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#138750 0040 R03 111:27
07/01/88

Filas Lawn & Garden Service
(Signature of Debtor)

Fila's Lawn & Garden Service
Type or Print Above Name on Above Line

David Fila
(Signature of Debtor)

David Fila
Type or Print Above Signature on Above Line

Outdoor Power
(Signature of Secured Party)

Outdoor Power
Type or Print Above Signature on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 501 FOLIO 09 ON July 22, 1986 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation

Address 305 East Furnace Branch Road, Glen Burnie, Md 21061

2. SECURED PARTY

Name Provident Bank of Maryland

Address 114 East Lexington Street, Baltimore, MD 21202, Attn: Commercial Real Estate Department

Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
POSTAGE .50  
#138780 0040 R03 T11:33  
07/01/88

PROVIDENT BANK OF MARYLAND

Dated March 30, 1988

By: Mary R. Henderson  
(Signature of Secured Party)

Mary R. Henderson  
Type or Print Above Name on Above Line

mail to:

DIVERSIFIED TITLE CORPORATION  
10 EAST BALTIMORE STREET  
SUITE 1212  
BALTIMORE, MD 21202

15a

Exhibit A

BOOK 529 PAGE 85

BEING KNOWN AND DESIGNATED AS Lots Numbered 11 and 16 as shown on the Plats entitled "Chandler Point at Water Oak Forest Plat 1 of 5" and "Chandler Point at Water Oak Forest Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

BEING KNOWN AND DESIGNATED AS Lot No. 22 as shown on the Plats entitled "Chandler Point at Water Oak Forest Plat 1 of 5" and "Chandler Point at Water Oak Forest Plat 4 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 42, respectively.

4552s

4245 14, 16 + 22  
DE 118 H

BOOK 529 PAGE 86

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 519 FOLIO 155 ON October 21, 1987 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation  
Address 305 East Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Provident Bank of Maryland  
Address 114 East Lexington Street, Baltimore, MD 21202 Attn: Commercial Real Estate Department  
Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
POSTAGE .50  
#138790 0040 R03 T11:33  
01/01/88  
TW

PROVIDENT BANK OF MARYLAND

Dated March 30, 1988

By: Mary R. Henderson  
(Signature of Secured Party)

Mary R. Henderson  
Type or Print Above Name on Above Line

154

Mail to:  
DIVERSIFIED TITLE CORPORATION  
10 EAST BALTIMORE STREET  
SUITE 1212  
BALTIMORE, MD 21202

Exhibit A

BEING KNOWN AND DESIGNATED AS Lots Numbered 11 and 16 as shown on the Plats entitled "Chandler Point at Water Oak Forest Plat 1 of 5" and "Chandler Point at Water Oak Forest Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

BEING KNOWN AND DESIGNATED AS Lot No. 22 as shown on the Plats entitled "Chandler Point at Water Oak Forest Plat 1 of 5" and "Chandler Point at Water Oak Forest Plat 4 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 42, respectively.

4552s

STATE OF MARYLAND

529 88

Anne Arundel County  
~~133~~

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269128

RECORDED IN LIBER 516 FOLIO 160 ON 8/17 (DATE)<sup>87</sup>

1. DEBTOR

Name Universal TV Rental, Inc.  
Address 7403 Ritchie Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Borg Warner Acceptance Corporation  
Address 110 Boggs Lane, Suite 100, P.O. Box 46382, Cincinnati, Ohio 45246

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>The name of Borg Warner Acceptance Corporation has been changed to TRANSAMERICA COMMERCIAL FINANCE CORPORATION.</p>	

RECORD FEE 1.00  
RECORD FEE 10.00  
POSTAGE .50  
#138800 C040 R03 T11:35  
07/01/88  
TEW

Universal TV Rental, Inc.  
Gary L. Wilburn President  
(Signature of Debtor)  
Gary L. Wilburn  
Dated 6-9-88

Transamerica Commercial Finance Corp.  
Serald Kujawa  
(Signature of Secured Party)  
G. Kujawa  
Type or Print Above Name on Above Line

273565

800 529 PAGE 89

TO BE } RECORDED IN  
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX  
 NOT SUBJECT TO } ON PRINCIPAL  
 AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

Flooring Systems, Inc.

1. Debtor(s):

Name or Names—Print or Type  
8265 I Patuxent Range Road Jessup, Maryland 20794

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Fish Market Limited Partnership

Name or Names—Print or Type  
21 Merchants Row Boston, Mass 02109

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

FLOOR COVERING

4. If above described personal property is to be affixed to real property, describe real property.

n/a

RECORD FEE 11.00  
 POSTAGE .50  
 #138890 C040 R03 112:00  
 07/01/88

5. If collateral is crops, describe real estate.

n/a

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

Additional Secured:

First National Bank of Boston  
 100 Federal Street  
 SECURED PARTY: Boston, Mass 02106

Debtor(s): Flooring Systems  
Chesley Roberts  
 (Signature of Debtor)

Mortgage Investors Corporation  
 200 Clarendon Street  
 Boston, Mass 02116

Type or Print

(Company, if applicable)

(Signature of Debtor)

(Signature of Secured Party)

Type or Print

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address \_\_\_\_\_  
 Lucas Bros. Form F-1

11/10

RDM

273556

800 529 PAGE 90

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First and Address(es))		2. Secured Party(ies) Name(s) and Address(es)		3. Maturity Date (optional)	
Robert Dunbar 1200 Oldfield Point Rd Elkton, MD 21921		Chrysler First Consumer Discount Company 100 Granite Drive Sutie 103 Lima, Pa. 19037		4. For Filing Office/Date/Time, No. Filing Office	
5. This Financing Statement covers the following types (or items) of property:		6. Assignee(s) of Secured Party and Address(es)			
Samick Piano 5'7" Serial #AA0698					
7. <input checked="" type="checkbox"/> Proceeds — Describe Real Estate Here:		7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. (Describe Real Estate Below)			
		8. <input type="checkbox"/> Products of the Collateral are also covered.			
		9. Name(s) of Record Owner(s):			
		Section Block Lot			
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)					
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or					
<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:					
By _____		Chrysler First Consumer Discount Co.			
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies)			
		Ante L. Patterson			

(1) FILING OFFICER COPY — NON-RECORDABLE

STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 112507

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated June 21, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD  
21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road

Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated May 25, 1988, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # BB3054 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 21, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

*Frank J. Sarro, III*  
(Signature of Debtor)

Frank J. Sarro, III, President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

RECORD FEE 11.00  
POSTAGE .50  
#139050 0040 R03 T12:25  
07/01/88

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, President  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

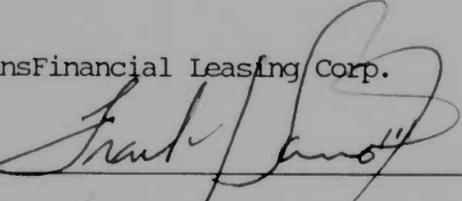
*(Handwritten mark)*

1459

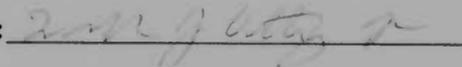
EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2 (two)	Custom Laminated quad formica styling stations w/chrome appliance & trim, with w/a D29-6 mirror supports, wall panel fin. by others
1 (one)	Belvedere 4 seat dryer sofa - ice white Laminate w/ T 19 uph
4 (four)	Belvedere 810 dryers with smoked hoods
3 (three)	Custom laminated lower shampoo cabinets with towel storage W/A D29-6
1 (one)	Custom 66" kitchenette/Dispensary in white w/wall and base cabinets, mini s/s & faucet and snack top and support panel
1 (one)	Custom laminated tint/colour top in W/A D29-6 w/chrome support leg
1 (one)	Undercounter refrigerator, white
3 (three)	30" dia. shampoo mirrors
1 (one)	Custom laminated make-up countertop
1 (one)	Facial cabinet/countertop w/small hand sink/faucet

TransFinancial Leasing Corp.

BY: TITLE: Frank J. Sarro, III, President

Irvington Federal Savings &amp; Loan Association

BY: TITLE: William J. Ottey, President

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273563

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 6/1/88, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 831608SA1 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 6/22/88 between Assignor and Assignee:

- (1) One 1974 65 yard Dempster Transfer Trailer S/N 65DCT626

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00

POSTAGE .50

#139060 0040 R03 T12:26

07/01/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III, President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey  
(Signature of Secured Party)

William J. Ottey, President  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

1460

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 000 TABL 22A  
B-529-P-94  
Identifying File No. 073569

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KFC National Management Co - Kentucky Fried Chicken  
Address 1511 Governor Richie Highway Arnold, MD 21012

2. SECURED PARTY

Name HCL Leasing Corporation  
Address 600 Parsippany Road, Parsippany, NJ 07054

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 Ricoh FT 7060 Serial # 7970202564
- 1 Ricoh CS 2060 # 1670102368
- 1 RT 20

Customer # 58622-01 Lease # 93905

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 11.00  
POSTAGE .50  
#139070 0040 R03 T12:28  
07/01/88  
CK

(Signature of Debtor)

KFC National Management Co- Kentucky Fried Chicken  
Type or Print Above Name on Above Line

X [Signature]  
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature: Susan L. Vitale]  
(Signature of Secured Party)

HCL Leasing Corporation  
Type or Print Above Signature on Above Line

11.50

273579

BOOK 529 PAGE 95

FINANCING STATEMENTS

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

To be recorded in the: (1) Financing Statements Records of the Maryland Department of Assessments and Taxation (2) Financing Statement Records of Anne Arundel County, MD

1. NAME AND ADDRESS OF DEBTOR: Pike Ridge Properties 3481 Pike Ridge Road Edgewater, Maryland 21037

2. NAME AND ADDRESS OF SECURED PARTY: FARMERS NATIONAL BANK OF MARYLAND 5 Church Circle Annapolis, Maryland 21401

RECORD FEE 25.00 POSTAGE .50 #302980 C345 R01 14:08 07/01/88

3. This Financing Statement covers all of the following property of the Debtor:

A. INVENTORY. All of the Debtor's inventory both now and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. ACCOUNTS. All of the Debtor's accounts without limitation, all notes, notes receivable, drafts acceptances, and similar instruments and documents, both now owned and hereafter acquired, together with (i) all proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease

MICHAEL R. ROBLER, P.A. ATTORNEY AND COUNSELOR AT LAW 7 WILLOW STREET ANNAPOLIS, MD 21401

Handwritten mark

of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. GENERAL INTANGIBLES. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. CHATTEL PAPER. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights

incident to such property and goods and cash and non-cash proceeds thereof.

E. ALL EQUIPMENT AND FIXTURES. All of the Debtor's restaurant equipment, tables, chairs, stoves, refrigerators, both now owned and hereafter acquired, including, but not exclusively, all the equipment and fixtures described in Exhibit A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefore, and (iii) all cash and non-cash proceeds and products thereof. All such equipment or fixtures that are or will be located at or are to be attached to the restaurant property leased to Pike Ridge Investments, Inc., located in premises located on Route 214, Central Avenue, Edgewater, Anne Arundel County, Maryland, known as The Country Kitchen.

4. Not subject to recordation tax as this financing statement secures an indirect security agreement.

DATE: June 30, 1988

DEBTOR:

WITNESS: [Signature]

PIKE RIDGE PROPERTIES

BY: [Signature] (SEAL)

ROBERT W. PROCTOR,  
GENERAL PARTNER

RETURN TO:  
MICHAEL R. ROBLYER, P. A.  
Attorney at Law  
7 Willow Street  
Annapolis, Maryland 21401

EXHIBIT A  
PIKE RIDGE PROPERTIES

50 CHAIRS  
15 TABLES  
8 STOOLS  
2 4' SANDWICH UNITS  
1 WAFFLE GRILL  
1 4' GRILL  
1 OVEN/RANGE GRILL  
1 DEEP FRYER  
1 HOWARD REFRIGERATOR DOUBLE DOOR  
1 HOWARD FREEZER  
1 BERLICK WALKIN  
1 4' STEAM TABLE  
1 MICROWAVE  
2 COFFEE UNITS  
1 BEER COOLER  
1 CASH REGISTER  
1 ICE MACHINE  
2 OLD FREEZERS

MICHAEL R. ROBLER, P.A.  
ATTORNEY AND  
COUNSELOR AT LAW  
7 WILLOW STREET  
ANNAPOLIS, MD 21401

- 3 TOASTERS
- 2 SINK UNITS
- 1 PEPSI MACHINE/ W COLD PLATE
- 1 JET SPRAY MACHINE
- 1 8' WORK TABLE
- 1 SLICER

DATE: June 30, 1989

PIKE RIDGE PROPERTIES

WITNESS:

Michael N. Oley

BY:

[Signature]

ROBERT W. PROCTOR, PARTNER

273771

529 101

FINANCING STATEMENTS

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

To be recorded in the: (1) Financing Statements Records of the Maryland Department of Assessments and Taxation (2) Financing Statement Records of Anne Arundel County, MD X

1. NAME AND ADDRESS OF DEBTOR: Pike Ridge Investments, Inc. 3481 Pike Ridge Road Edgewater, Maryland 21037

RECORD FEE 25.00

2. NAME AND ADDRESS OF SECURED PARTY: FARMERS NATIONAL BANK OF MARYLAND 5 Church Circle Annapolis, Maryland 21401

POSTAGE .50 #302990 C345 R01 T14#08 07/01/88

GK

3. This Financing Statement covers all of the following property of the Debtor:

A. INVENTORY. All of the Debtor's inventory both now and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. ACCOUNTS. All of the Debtor's accounts without limitation, all notes, notes receivable, drafts acceptances, and similar instruments and documents, both now owned and hereafter aquired, together with (i) all proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an

25

MICHAEL R. ROBLER, P.A. ATTORNEY AND COUNSELOR AT LAW 7 WILLOW STREET ANNAPOLIS, MD 21401

account and all cash and non-cash proceeds and products of all such goods.

C. GENERAL INTANGIBLES. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. CHATTEL PAPER. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and cash and non-cash proceeds thereof.

E. ALL EQUIPMENT AND FIXTURES. All of the Debtor's

restaurant equipment, tables, chairs, stoves, refrigerators, both now owned and hereafter acquired, including, but not exclusively, all the equipment and fixtures described in Exhibit A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefore, and (iii) all cash and non-cash proceeds and products thereof. All such equipment or fixtures that are or will be located at or are to be attached to the restaurant property leased to Pike Ridge Investments, Inc., located in premises located on Route 214, Central Avenue, Edgewater, Maryland, Anne Arundel County, Maryland, known as The Country Kitchen.

4. Right, Title, and interest in and to the liquor license number 0318, Class B, Beer, Wine and Liquor, music and Sunday Seven day dancing issued to the Debtor and the individual names of JAMES McMICKLE, NELSON HOLT and DONALD A. COLE by the Anne Arundel County Liquor Board for use on the premises known as Pike Ridge Corner's Country Kitchen,

Route 214, Edgewater, Maryland and all renewals thereof.

DATE: June 30, 1978

DEBTOR:

ATTEST: [Signature]

PIKE RIDGE INVESTMENTS, Inc.

BY: [Signature] (SEAL)  
ROBERT W. PROCTOR,  
PRESIDENT

RETURN TO:  
MICHAEL R. ROBLYER, P. A.  
Attorney at Law  
7 Willow Street  
Annapolis, Maryland 21401

NOT SUBJECT TO RECORDATION TAX AS THIS FINANCING STATEMENT  
SECURES AN INDIRECT SECURITY AGREEMENT.

EXHIBIT A  
PIKE RIDGE PROPERTIES

50 CHAIRS  
15 TABLES  
8 STOOLS  
2 4' SANDWICH UNITS  
1 WAFFLE GRILL  
1 4' GRILL  
1 OVEN/RANGE GRILL  
1 DEEP FRYER  
1 HOWARD REFRIGERATOR DOUBLE DOOR  
1 HOWARD FREEZER  
1 BERLICK WALKIN  
1 4' STEAM TABLE  
1 MICROWAVE  
2 COFFEE UNITS  
1 BEER COOLER  
1 CASH REGISTER  
1 ICE MACHINE  
2 OLD FREEZERS

MICHAEL R. ROBLER, P.A.  
ATTORNEY AND  
COUNSELOR AT LAW  
7 WILLOW STREET  
ANNAPOLIS, MD 21401

- 3 TOASTERS
- 2 SINK UNITS
- 1 PEPSI MACHINE/ W COLD PLATE
- 1 JET SPRAY MACHINE
- 1 8' WORK TABLE
- 1 SLICER

DATE: 6-23-89

INVESTMENTS, INC.  
PIKE RIDGE

WITNESS:

[Signature]

BY:

[Signature]

ROBERT W. PROCTOR, PARTNER

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000  
1625 Eye St., N.W., Washington, D.C. 20006

BOOK 529 PAGE 107

273572

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	_____
Date &	_____
Hour	_____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
DIAMOND POINT PLAZA LIMITED PARTNERSHIP a Maryland limited partnership	514	No. Crain Hwy.	Glen Burnie, MD	21061

Name of Secured Party or assignee	No.	Street	City	State
Connecticut Bank and Trust Company, N.A.		One Constitution Plaza,	Hartford, CT	06115-1600

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Schedule 1 attached hereto for a description of the collateral.

RECORD FEE 34.00  
 POSTAGE .50  
 #303010 C345 R01 T14:19  
 07/01/88  
 CK

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.

See Exhibit "A" attached hereto for a description of the real estate

4.  Proceeds of collateral are also covered:  Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s) By: DIAMOND POINT PLAZA LIMITED PARTNERSHIP  
 ITS GENERAL PARTNER  
 By: Edward M. Younger By: KONOVER MANAGEMENT CORPORATION, its General Partner  
 Edward M. Younger, President (Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

Katherine Lambert, Esq.  
 Sorokin & Sorokin, P.C.  
 One Corporate Center  
 Hartford, CT 06103-3291  
 RETURN TO:

54-50

After recording, return to  
 William M. Hoffman, Jr.  
 Showers and Blucher  
 8720 Georgia Avenue  
 Box 8725  
 Silver Spring, Maryland 20907

06. 29. 88 12:19 PM

POB

SCHEDULE 1

BOOK 529 PAGE 108

Debtor: Diamond Point Plaza Limited Partnership  
 Secured Party: The Connecticut Bank and Trust Company, N.A.  
 Date: June 29, 1988

All items normally considered fixtures now owned or hereafter acquired by Debtor of every kind, nature and description whatsoever, now or hereafter located on the premises described on Exhibit "A" attached hereto and made a part hereof, located in Baltimore, Maryland ("Premises"), or any part thereof, and used or usable in connection with any present or future occupancy of the Premises, or any part thereof, whether now owned or hereafter acquired by Debtor (hereinafter referred to as the "Building Equipment") including, but without limiting the generality of the foregoing, all heating, lighting, incinerating and power equipment; fuel storage tanks, loading racks and fuel meters, electric switch gear, engines, pipes, valves, pumps, tanks, motors, dynamos, boilers, bathtubs, water closets, conduits, switchboards; plumbing, lifting, cleaning, refrigerating, heating, ventilating, gas, electric and communications apparatus and equipment; air cooling and air conditioning apparatus; elevators, escalators, shades, venetian blinds, awnings, screens, storm doors and windows, attached signs, attached cabinets and benches, partitions, ducts and compressors; and vacuum cleaning systems, sprinkler systems, or other fire preventing or extinguishing equipment and materials.

EXHIBIT A

529 PAGE 109

The following described lots and parcels, together with the buildings and improvements thereon:

Lot numbered One (1) and Parcels A, B, C, D, E, F, G, H, I, J and K in the subdivision known as and called "DIAMOND POINT PLAZA", as per plats thereof recorded among the Land Records of Baltimore County, Maryland, in Plat Book 57, Plats 126, 127 and 128 and containing a total of 38.751 acres; plus the land described in Exhibit "A-1" hereto.

DAFT-McCUNE-WALKER, INC.

200 East Pennsylvania Avenue  
Towson, Maryland 21204  
Telephone: 301-296-3233

EXHIBIT A-1

Land Planning Consultants  
Landscape Architects  
Engineers & Surveyors

Description

0.916 of an Acre Parcel, Being the Beds of Oriole Avenue, Katherine Avenue and Two Alleys, all in "Frankton", North of Eastern Avenue, West of Back River, Fifteenth Election District, Baltimore County, Maryland.

Beginning for the same at a concrete monument found on the east side of Oriole Avenue where it is intersected by the division line between Lots 1 and 25, Block 1, as shown on a plat entitled "Resurvey of Frankton" recorded among the Land Records of Baltimore County, Maryland in Plat Book W.P.C. 4, Page 93, thence leaving said division line and crossing Oriole Avenue, as now surveyed, with all courses in this description referring to the Grid Meridian established in the Baltimore County Metropolitan District, (1) North 79 degrees 09 minutes 57 seconds West 30.00 feet to the west side of Oriole Avenue aforesaid, thence running and binding on the west line of said Avenue as shown on said plat the three following courses and distances, viz: (2) North 11 degrees 05 minutes 21 seconds East 503.09 feet to a point on a fence line there situate, thence (3) North 14 degrees 10 minutes 01 second East 187.08 feet to an iron pipe found, and thence (4) North 25 degrees 43 minutes 02 seconds East 333.16 feet, passing over an iron pipe found at the end of 275.21 feet measured on said line from the beginning thereof, thence crossing Oriole Avenue, (5) South 64 degrees 16 minutes 58 seconds East 29.63 feet to intersect the first or North 32 degrees 08 minutes East 125 foot line of that land which by deed dated January 2, 1969 and recorded among the Land Records aforesaid in Liber O.T.G. 4952, Folio 529 was granted and conveyed by Florence Chopper, widow, to Charles J. Mirable

*W. J. Mirable*



said alley (12) South 05 degrees 44 minutes 53 seconds West 16.59 feet to a point on the southern side of said alley at the northeastern corner of Lot 6, Block 6 as shown on said plat, thence running and binding on the south side of said alley and also running and binding on the northern outline of said Lot 6, (13) South 70 degrees 27 minutes 32 seconds West 103.12 feet to intersect the southeastern side of Oriole Avenue aforesaid, thence leaving said 15 foot alley end, running and binding on the southeastern side of Oriole Avenue, (14) South 10 degrees 50 minutes 03 seconds West 173.87 feet to intersect the northern side of Katherine Avenue there situate, thence leaving said southeastern side of Oriole Avenue and running and binding on the northern side of Katherine Avenue, (15) North 70 degrees 27 minutes 32 seconds East 120.17 feet, thence crossing Katherine Avenue (16) South 06 degrees 45 minutes 34 seconds East 40.61 feet to a point on the south side of Katherine Avenue, said point being at the northeasternmost corner of Lot 27, Block 1 as shown on said plat, thence running and binding on the south side of Katherine Avenue and also running and binding on the northern outlines of said Lot 27, (17) South 70 degrees 27 minutes 32 seconds West 109.91 feet to intersect the northeasternmost line of an alley there situate, thence leaving said south side of Katherine Avenue and running and binding on the southwestern outlines of said Lot 27 and also on the northeasternmost side of said alley, the two following courses and distances, viz: binding in part on a fence line there situate (18) South 65 degrees 10

1111

minutes 54 seconds East 28.76 feet to a fence post there situate, and thence (19) South 41 degrees 06 minutes 29 seconds East 139.57 feet to intersect the northern side of a 15 foot alley there situate as shown on the firstly abovementioned plat entitled "Resurvey of Frankton", thence leaving the outlines of Lot 27 aforesaid and running and binding on the northern side of said 15 foot alley, (20) South 70 degrees 27 minutes 12 seconds West 15.46 feet to the easternmost corner of Lot 26, Block 1, shown on said plat, thence leaving the northern side of said 15 foot alley and running and binding on the easternmost outlines of Lot 26 aforesaid and running and binding on the southwest outlines of the secondly abovementioned alley, the two following courses and distances, viz: (21) North 41 degrees 06 minutes 29 seconds West 133.29 feet, and thence (22) North 76 degrees 46 minutes 16 seconds West 41.50 feet to intersect the eastern side of Oriole Avenue aforesaid, thence leaving the southwest outlines of said alley and running and binding on the eastern side of Oriole Avenue, (23) South 10 degrees 50 minutes 03 seconds West 120.04 feet to the point of beginning.

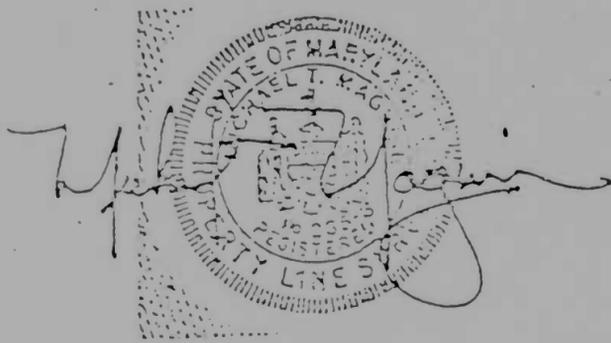
Containing 39,918 square feet or 0.916 acres of land, more or less, as surveyed in December, 1986 by Daft-McCune-Walker, Inc.

Being and comprising the beds of Oriole Avenue, Katherine Avenue and two alleys as now used, all as shown on two plats: one plat entitled "Resurvey of Frankton" and recorded among the Land Records of Baltimore

*WMA*

520 - 111

County, Maryland in Plat Book W.P.C. 4, Page 93, and one entitled  
"Subdivision of Blocks 1 and 6, Frankton" and recorded among the Land  
Records aforesaid in Plat Book W.P.C. 7, Page 23.



December 12, 1986

Cur File No. 85122 (13: L85122.1)

Page 5 of 5

*Handwritten signature*

529-115

# not used

7-1-88

NOT SUBJECT TO  
RECORDATION TAX

273571

BOOK 529 PAGE 116

FINANCING STATEMENT

1. Name of Debtor: ARUNDEL PROPERTY INVESTORS  
LIMITED PARTNERSHIP  
Address: c/o William A. Scully  
Meadows Management Corp.  
235 Moore Street  
Hackensack, New Jersey 07601
2. Name of Secured Party: MIDLANTIC NATIONAL BANK/NORTH  
Address: One Garret Mountain Plaza  
West Paterson, New Jersey 07509
3. This Financing Statement covers the following types (or items) of property:

(a) All machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the property described in EXHIBIT A attached hereto and made a part hereof (hereinafter the "Trust Property"), or appurtenances thereto, and usable in connection with the present or future operation and occupancy of the Trust Property including but not limited to all appliances, furniture, radiators, heaters, engines, boilers, ovens, elevators, sinks, water closets, air conditioning, equipment, plumbing and heating fixtures and all replacements or substitutions for, or proceeds of, any of the foregoing; and all building equipment, materials and supplies of any nature whatsoever owned by Grantor, or in which Grantor has or shall have an interest, now or hereafter located upon the Trust Property including without limitation the property described in EXHIBIT B (hereinafter collectively referred to as the "Equipment"). The Trust Property is the same property which is the subject of a certain Consolidation Deed of Trust made by Arundel Property Investors Limited Partnership as Grantor and Midlantic National Bank/North as Beneficiary dated of even date herewith and to be recorded in the Land Records of Anne Arundel County, Maryland (hereinafter referred to as the "Consolidated Deed of Trust").

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Original Deed of Trust, as amended and restated, Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) and contracts of sale executed by the Debtor or any part or parcel of the described land and the improvements thereon located on whether said accounts receivable or contracts of sale are in existence or hereafter created and the proceeds thereof.

RECORD FEE 43.00  
POSTAGE .50  
41559-0237-001 111:12  
CK 07/05/88

(c) All rights, elections and options of Debtor, whether now owned or hereafter acquired, pursuant to the Lease Agreement dated November 23, 1970, from Louis E. Pumphrey, Jr., et al., as lessors, to Commercial & Industrial Properties, Inc., as the original lessee (the "Ground Lease"), a Memorandum of which is recorded among the Land Records of Anne Arundel County in Liber No. 2577, page 174, as the same has been heretofore modified by an Addendum dated February 26, 1973 and a Second Addendum dated December 27, 1984 and recorded among the Land Records of Anne Arundel County in Liber No. 3830, page 753, including the purchase-option rights contained in paragraph 4 of the Ground Lease.

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(d) Proceeds of all collateral are covered.

4. Recordation tax on the principal sum of \$3,000,000 was paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Original Deed of Trust.

5. The record owner of the fee title to the real property designated as Parcels "A" and "B" on EXHIBIT B is Robert L. Pumphrey, et al.

529 PAGE 117

Debtor:

ARUNDEL PROPERTY INVESTORS  
LIMITED PARTNERSHIP

Secured Party:

MIDLANTIC NATIONAL BANK/NORTH

By: Outlet Center Associates  
Limited Partnership, A New  
Jersey Limited Partnership,  
General Partner

By:

Antonius P. DeSangh  
ANTONIUS P. DESANGH  
VICE PRESIDENT

By: Meadows Management Corp.,  
General Partner

By: William A. Scully (Seal)  
WILLIAM A. SCULLY, President

Mr. Clerk: Return to Jeffer, Hartman, Hopkinson,  
Vogel, Coomber & Peiffer  
1600 Route 208 North  
P.O. Box 507  
Hawthorne, New Jersey 07507  
ATTN: Gary D. Peiffer, Esq.

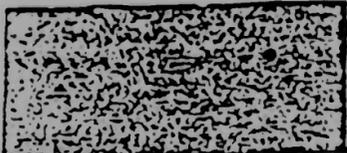
PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL  
COUNTY AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

#2614C

EQUIPMENT OWNED BY JUMBERS EQUITIES  
LIMITED PARTNERSHIP

Site Furniture, benches and planters  
New seating arrangements: 8 benches, 4 ash trash  
10 Planters - 1 large planter - bench  
5 old Benches  
Eatery: Tables- 40; Chairs- 81  
Community Room: Tables- 8; Chairs- 57  
Miscellaneous office furniture: Maintenance Office, Community Affairs  
Miscellaneous Tools  
3 Fiberglass ladders (3'-6'-12')  
1 Wooden 12' ladder  
5 Rubbermaid trash hoppers  
6 snow shovels  
2 regular shovels  
1 Salt spreader  
1 Billy Goat Power Vacuum  
1 Papoose Vacuum  
2 Commercial type carpet vacuums  
19 Ash trash receptacles  
1 Floor buffing machine  
4 mop buckets with wringers  
4 Guss mops  
6 wet mops  
Christmas Decorations  
Easter Decorations  
1 Handi Stuffer  
2 Dolly Carts  
1 Janitor Cart  
1 Large movie screen in Community Room  
20' Aluminum Ladder  
4 Space heaters  
1 Pump Filtration System  
1 Wheelbarrow  
2 Wet Dry Vacs.  
5 Rubbermaid Trash Hoppers  
4 (10 gal.) Trash receptacles with lids  
23 (55 gal.) Trash receptacles with lids

EXHIBIT B



**EVANS, HAGAN & HOLDEFER, INC.**

ENGINEERS, LAND PLANNERS & SURVEYORS

8013 BELAIR ROAD / BALTIMORE, MD. 21236 (301) 668-1501

May 1, 1984

DESCRIPTION OF PORTION OF  
JUMPERS EQUITIES LIMITED PARTNERSHIP PROPERTY  
3RD ASSESSMENT DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND  
(PARCEL "A" 27.328 ACRE, MORE OR LESS - LEASEHOLD)

BALTIMORE  
1 CARROLL HIGHWAY  
GEORGE W. HOLDEFER JR.  
VERMONT SQUARE PLUS  
ANN WILSON  
GEORGE W. HOLDEFER JR.  
RICHARD L. HOLDEFER JR.

CAMBRIDGE  
10000 W. 1ST ST.

LAUREL  
10000 W. 1ST ST.

WESTMINSTER  
10000 W. 1ST ST.  
GEORGE W. HOLDEFER JR.

BEGINNING FOR THE SAME on the west side of Jumpers Hole Road as widened to 80 feet at the beginning of the land which by Memorandum of Lease dated February 26, 1973, and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. 2577, folio 174, was leased by Robert L. Pumphrey, et al, to Jumpers Mall Equities Limited Partnership, said place of beginning being situate South 06 degrees 13 minutes 55 seconds West 310.75 feet from the point formed by the intersection of said west side of Jumpers Hole Road with the southwest side of Ritchie Highway (MD Rte. 2), 150 feet wide, thence leaving said place of beginning and running and binding on said west side of Jumpers Hole Road and also binding on the 1st and 2nd lines and on a part of the 3rd line of said lease, referring all courses of this description to the Maryland Coordinate System, the three following courses and distances, viz: (1) South 06 degrees 13 minutes 55 seconds West 409.75 feet, thence (2) by a line curving to the left with a radius of 850.00 feet for a distance of 167.98 feet (the arc of said curve being subtended by a chord bearing South 00 degrees 34 minutes 14 seconds West 167.71 feet) and thence (3) South 05 degrees 05 minutes 23 seconds East 245.53 feet to the end of the 1st line of the land which by deed dated April 23, 1974, and

CAMBRIDGE  
LAUREL  
WESTMINSTER

330 POPLAR STREET  
1032 WEST STREET  
111 OHM STREET

CAMBRIDGE MD 21613  
LAUREL MD 20707  
WESTMINSTER MD 21157

(301) 228-3350  
(301) 792-6000

Jumpers Equities Limited Partnership  
Parcel "A" 37.323 Acres  
May 1, 1984  
Page Two

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recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2683, folio 806, was conveyed by Robert L. Pumphrey, et al, to Anne Arundel County, Maryland, thence leaving the west side of Jumpers Hole Road and running and binding on the north side of Hospital Drive, 80 feet wide, and also binding on the 2nd and 3rd lines of said deed the two following courses and distances, viz: (4) South 39 degrees 54 minutes 32 seconds West 21.21 feet, and thence (5) South 84 degrees 54 minutes 32 seconds West 151.79 feet to intersect the 4th line of the aforesaid lease to Jumpers Mall Equities Limited Partnership, and to the northeast right of way line of the Annapolis and Baltimore Short Line Railroad, thence running and binding thereon and also binding on a part of the 4th line and on the 5th line of said lease, the two following courses and distances, viz: (6) northwesterly by a line curving to the right with a radius of 2,832.00 feet for a distance of 372.69 feet to the end thereof (the arc of said curve being subtended by a chord bearing North 37 degrees 46 minutes 46 seconds West 372.41 feet) and thence (7) North 14 degrees 00 minutes 34 seconds West 1,468.19 feet, thence running and binding on the 6th line of said lease (8) North 54 degrees 33 minutes 45 seconds East 832.57 feet to intersect the southwest side of Ritchie Highway, 150 feet wide, and thence running and binding on said southwest side of Ritchie Highway and also binding on the 7th line of said lease (9) South 35 degrees 23 minutes 44 seconds East 263.68 feet to the end of the 1st line of the land which by deed dated February 21, 1972, and recorded among the Land Records of Anne Arundel County in Liber M.S.R. No. 2531, folio 215, was conveyed by Commercial & Industrial Properties, Inc. to Jumpers Mall Equities Limited Partnership, thence leaving said southwest side of Ritchie Highway and running and binding on the 2nd, 3rd and 4th lines of said 2nd hereinmentioned deed and also

Jumpers Equities Limited Partnership  
parcel "A" 27,328 Acres  
May 1, 1964  
Page Three

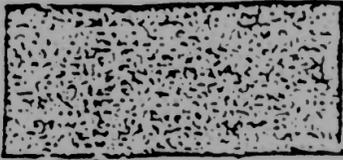
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529 PAGE 121

binding on the 8th, 9th and 10th lines of aforesaid lease the three following courses and distances, viz: (10) South 54 degrees 36 minutes 16 seconds West 200.00 feet, thence (11) South 35 degrees 23 minutes 44 seconds East 100.00 feet, and thence (12) North 54 degrees 36 minutes 16 seconds East 200.00 feet to the aforesaid southwest side of Ritchie Highway, thence running and binding thereon and also binding on the 11th line of said lease (13) South 35 degrees 23 minutes 44 seconds East 520.00 feet, thence leaving said southwest side of Ritchie Highway and running and binding on the 12th, 13th and 14 lines of said lease the three following courses and distances, viz: (14) South 54 degrees 43 minutes 55 seconds West 167.91 feet, thence (15) South 06 degrees 13 minutes 55 seconds West 305.63 feet, and thence (16) South 83 degrees 46 minutes 05 seconds East 200.00 feet to the place of beginning.

CONTAINING 27.328 acres of land, more or less, being a portion of the land which by Memorandum of Lease dated February 26, 1973, and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 1377, folio 174, was leased by Robert L. Pumphrey, et al, to Jumpers Mall Equities Limited Partnership.

CLERK'S NOTATION  
Document submitted for record  
in a condition not permitting  
satisfactory photographic repro-  
duction.



*[Handwritten signature]*

**EVANS, HAGAN & HOLDIFER, INC.**

**ENGINEERS, LAND PLANNERS & SURVEYORS**

2013 BELAIR ROAD / BALTIMORE, MD. 21206 (301) 558-1501

May 1, 1984

BALTIMORE  
J. CARROLL HODGINS, P.E.  
GEORGE W. HOLDIFER, P.E.  
MICHAEL T. HOLDIFER, P.E.  
JIM WHITE, P.E.  
GRAND JURORS OF P.E.  
ROBERT L. HOLDIFER, P.E.

**DESCRIPTION OF PORTION OF  
JUMPERS EQUITIES LIMITED PARTNERSHIP PROPERTY  
3RD ASSESSMENT DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND  
(PARCEL "B" 0.152 ACRE, MORE OR LESS - LEASEHOLD)**

CAMBRIDGE  
J. CARROLL HODGINS, P.E.

LAUREL  
MICHAEL T. HOLDIFER, P.E.

WESTMINSTER  
MICHAEL T. HOLDIFER, P.E.  
GEORGE W. HOLDIFER, P.E.

BEGINNING FOR THE SAME on the west side of Jumpers Hole Road as realigned and widened to 80 feet at a point on the 3rd line of the land which by lease dated February 26, 1973, and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2577, folio 174, was leased by Robert L. Pumphrey, et al, to Jumpers Hall Equities Limited Partnership, said place of beginning being situate at the beginning of the land which by deed dated April 23, 1974, and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2683, folio 806, was conveyed by Robert L. Pumphrey, et al, to Anne Arundel County, Maryland thence leaving said place of beginning and running and binding on said west side of Jumpers Hole Road and also binding on a part of the 3rd line of said lease, referring all courses of this description to the Maryland Coordinate System (1) South 05 degrees 05 minutes 23 seconds East 110.00 feet to the end of said 3rd line, thence leaving the west side of Jumpers Hole Road and running and binding on a part of the 4th line of said lease and also binding on the northeast right of way line of the Annapolis and Baltimore Short Line Railroad (2) northwesterly by a line curving to the right with a radius of 2,832.00 feet for a distance of 163.56 feet (the arc of said curve being subtended by a chord bearing North 45 degrees 14 minutes 27 seconds West 163.54 feet) to the

CAMBRIDGE  
LAUREL  
WESTMINSTER

338 POPLAR STREET  
1032 WEST STREET  
100 JEFFERSON STREET

CAMBRIDGE MD 21013  
LAUREL MD 20707  
WESTMINSTER MD 21157

(301) 228-3250  
(301) 292-6286  
... ..

Jumpers Equities Limited Partnership  
Parcel #3 0.152 Acre  
May 1, 1984  
Page 4

BOOK 529 PAGE 123

end of the 4th line of the aforesaid deed to Anne Arundel County, thence leaving the 4th line of aforesaid lease and running and binding on the south side of Hospital Drive, 60 feet wide, and also binding on the 5th and 6th lines of said deed to Anne Arundel County the two following courses and distances, viz: (3) North 84 degrees 54 minutes 32 seconds East 90.45 feet and thence (4) South 50 degrees 05 minutes 18 seconds East 21.21 feet to the place of beginning.

CONTAINING 0.152 acres of land more or less being a portion of the land which by Memorandum of Lease dated February 26, 1973, and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2577, folio 174, was leased by Robert L. Pumphrey, et al, to Jumpers Mall Equities Limited Partnership.



Jumpers Equities Limited Partnership  
parcel "C" 0.459 Acre  
May 1, 1994  
Page Two

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BOOK 529 PAGE 125

CONTAINING 0.459 acres of land, more or less, being the same land which by deed dated September 21, 1972, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 1331, folio 225, was conveyed by Commercial & Industrial Properties, Inc. to Jumpers Mall Equities Limited Partnership.

RETURN TO:  
TICOR TITLE INS. CO.  
SUITE 1850 - 217 E. REDWOOD ST.  
BALTO., MD 21202

273575

529 PAGE 126

FINANCING STATEMENT

File No. [ ]

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>James E. Taylor 340 Bar Harbor Road Pasadena, Maryland 21122</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>Gail Industries, Inc. 4300 Leed Avenue Baltimore, MD 21229-5402</p>
	<p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>

RECORD FEE 11.00  
RECORD TAX 52.50

3. This Financing Statement covers the following types (or items) of property:

POSTAGE .50

All equipment used in the operation of T and T Racing Associates, Inc.

#308630 C345 R01 T13#30  
07/05/88

Steamers, buffers, vacuum cleaners and pressure washers.

CK

(see attached sheet)

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: 1

6. This transaction (is) (is not) exempt from the recordation tax  
Principal amount of debt initially incurred is: \$7,305.50

7. RETURN TO: Weinberg and Green ( X )  
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

JAMES E. TAYLOR  
(Type Name)

By: [Signature]

James E. Taylor  
(Type Name and Title of Person Signing)

5/24, 1988  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

11.50  
52.50

All of Debtor's inventory, of every type or description, both now owned or hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business and all present and future substitutions thereof and additions thereto and all cash and non-cash proceeds (including insurance proceeds) and products thereof in any form whatsoever including all accounts, accounts receivable, contract rights, chattel paper and instruments generated from Debtor's sale or lease of the inventory.

All of Debtor's accounts, accounts receivable, contract rights, chattel paper, general intangibles, instruments and documents, both now owned or hereafter acquired and wherever located, together with all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to any of the foregoing, all cash and non-cash proceeds of the foregoing (including insurance proceeds), and all books and records relating thereto.

FINANCING STATEMENT

File No.

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>T and T Racing Associates, Inc. 340 Bar Harbor Road Pasadena, MD 21122</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>Gail Industries, Inc. 4300 Leeds Avenue Baltimore, MD 21229-5402</p>
	<p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>

RECORD FEE	11.00
RECORD TAX	52.50
POSTAGE	.50

3. This Financing Statement covers the following types (or items) of property:

All equipment used in the operation of T and T Racing Associates, Inc.

#303640 0345 R01 T13:30  
07/05/88

Steamers, buffers, vacuum cleaners and pressure washers.

CK

(see attached sheet)

4. Proceeds and products of collateral are covered hereunder.

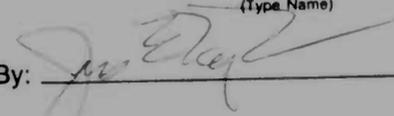
5. Number of additional sheets, if any, attached hereto: 1

6. This transaction (is) (is not) exempt from the recordation tax  
Principal amount of debt initially incurred is: \$7,305.50

7. RETURN TO: Weinberg and Green ( X )  
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

T AND T RACING ASSOCIATES, INC.  
(Type Name)

By: 

James E. Taylor, President  
(Type Name and Title of Person Signing)

5/24, 1988  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

1160  
5050  
5050

All of Debtor's inventory, of every type or description, both now owned or hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business and all present and future substitutions thereof and additions thereto and all cash and non-cash proceeds (including insurance proceeds) and products thereof in any form whatsoever including all accounts, accounts receivable, contract rights, chattel paper and instruments generated from Debtor's sale or lease of the inventory.

All of Debtor's accounts, accounts receivable, contract rights, chattel paper, general intangibles, instruments and documents, both now owned or hereafter acquired and wherever located, together with all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to any of the foregoing, all cash and non-cash proceeds of the foregoing (including insurance proceeds), and all books and records relating thereto.

FINANCING STATEMENT

1.      To Be Recorded in the Land Records.
2.  X  To Be Recorded among the Financing Statement Records.
3.  X  Not subject to Recordation Tax.
4.      Subject to Recordation Tax on an initial debt in the principal amount of                     . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of                     .

5.	Debtor's Name	Address		
	Champion Realty, Inc., a Maryland corporation	541-B Baltimore-Annapolis Boulevard Severna Park, MD 21146		
6.	Secured Party	Address	RECORD FEE	11.00
	Second National Federal Savings Bank	P.O. Box 1767 Annapolis, MD 21404-1767	POSTAGE	.50

4702730 0345 R01 T13:52  
CK 07/05/88

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property, wherever located.

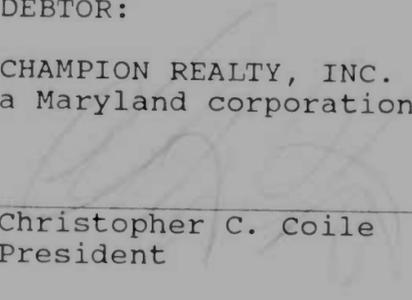
All of the equipment, furniture, leasehold improvements, and other tangible property of Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof, and (iv) all leases of any real property wheresoever located in which Debtor has an interest, to include but not necessarily limited to such property located at the following CHAMPTION REALTY, INC. office locations:

- a. 541-B Baltimore-Annapolis Bolulevard,  
Severna Park, Maryland 21146

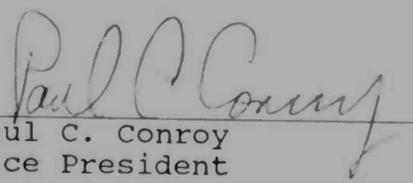
- b. 46 Mountain Road  
Glen Burnie, Maryland 21061
- c. 2660 Riva Road  
Suite 150  
Annapolis, Maryland 21401
- d. 21 Kent Towne Market  
Chester, Maryland 21619

DEBTOR:

CHAMPION REALTY, INC.  
a Maryland corporation

  
\_\_\_\_\_  
Christopher C. Coile  
President

SECOND NATIONAL FEDERAL SAVINGS BANK

By:  (SEAL)  
Paul C. Conroy  
Vice President

Date: May 16, 1988

Mr. Clerk: Please return to David S. Bruce, Esq., Blumenthal,  
Wayson, Downs & Offutt, P.A., 121 West Street, P.O. Box 868,  
Annapolis, Maryland 21404-0868.

a:sn41081.fs  
snd1

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270573

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
does not indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Sharp Trucking Co., Inc.

Address 4975 Muddy Creek Road West River, MD 20778

2. SECURED PARTY

Name Elliott Equipment Company, Inc.

Address 327 N. Aurora Street Easton, MD 21601

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, Maryland 21061

RECORD FEE 41.00  
#139480 0040 R03 714:11  
07/05/88

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Sharp Trucking Co., Inc.

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

\_\_\_\_\_  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

LARRY F. KIMMEL, ADMIN. V.P.

410

CONDITIONAL SALE CONTRACT NOTE

TO: Elliott Equipment Company, Inc.  
(Seller)

FROM: Sharp Trucking Co., Inc.  
(Buyer)

327 N. Aurora Street Easton, MD 21601  
(Address of Seller)

4975 Muddy Creek Road West River, MD 20778  
(Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks):

One (1) 1988 Peterbilt Model 379  
Conventional Tractor, S/N  
LXP5D29X8JN266004

(1) TIME SALES PRICE .....	\$ 106,570.00
(2) Less DOWN PAYMENT IN CASH .....	\$ 1,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	-0-
(4) CONTRACT PRICE (Time Balance) .....	\$ 105,570.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 4975 Muddy Creek Road West River, MD 20778

Record Owner of Real Estate: \_\_\_\_\_

\*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred five thousand five hundred seventy and 00/100 \*\*\*\*\* Dollars (\$ 105,570.00 )

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 1st day of August, 19 88, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,759.50 and the final installment being in the amount of \$ 1,759.50

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: June 29 19 88

Accepted Elliott Equipment Company, Inc. (SEAL)  
(Print Name of Seller Here)

Sharp Trucking Co., Inc. (SEAL)  
(Print Name of Buyer-Maker Here)

By: Rain W. Stall

By: Mary E. Sharp, Pres.  
Co-Buyer-Maker: \_\_\_\_\_

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here) (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

	(L.S.)		(L.S.)
(Guarantor-Endorser)		(Guarantor-Endorser)	
	(L.S.)		(L.S.)
(Guarantor-Endorser)		(Guarantor-Endorser)	

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____		(SEAL)	
		(Corporate, Partnership or Trade Name or Individual Signature)	}
	(Witness)	By: _____	
		(Signature: Title of Officer, "Partner" or "Proprietor")	

BOOK 229 PAGE 134

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated June 29, 1983

between Elliott Equipment Company, Inc. as Seller/Lessor/Mortgagee, and Shaw Trucking Co., Inc. 6075 Howard Street, East Haven, CT 06470 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 105,570.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 29th day of June, 19 83  
Elliott Equipment Company, Inc. (Seal)  
(Seller/Lessor/Mortgagee)  
By: Stuart B. Glover

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

273581

This FINANCING STATEMENT is presented to a filing office for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First and Address(es)) WINDSOR THOMAS A. 2648 KONRAD MORGAN WAY LOTHIAN MD 20711		2. Secured Party(ies) Name(s) and Address(es) EAST LIVING, INC. 5400 SOUTHERN MARYLAND BLVD. LOTHIAN, MD 20711		3. <input type="checkbox"/> The RECORD FEE filing office \$11.00 4. <input type="checkbox"/> The POSTAGE State Time No. Filing Office #139490 0040 R03 T15:36 07/05/89 CK	
5. This Financing Statement covers the following types (or items) of property: 1979 HARLETTE -0- 14 X 70 SERIAL # FL427DFD80366 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT <input checked="" type="checkbox"/> Products of the Collateral are also covered.				6. Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194	
8. Describe the Real Estate Here:		<input type="checkbox"/> This statement is to be indexed in the Real Estate Records.		9. Name of a Record Owner: <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or materials or the like including oil and gas is on * *(Describe Real Estate in Item 8.)	
10. The statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction, <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s)					
By <u>Thomas A. Windsor</u> Signature(s) of Debtor(s)		By <u>Greg Bell</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)			

(3/83) (1) FILING OFFICER COPY - NUMERICAL  
STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

A.A. Co

273585

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

<p>1 DEBTOR(S) and Address(es) Chesapeake Sprinkler Company, Inc. 7221 Grayburn Drive Glen Burnie, Maryland 21061</p>	<p>2 SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203  Attn: Gloria Bloton Collateral Return to Secured Party</p>
---	--

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of sprinkler contracting (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever

E Other

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 63,000.00

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

Chesapeake Sprinkler Company, Inc By: [Signature]

(Type Name)

By: [Signature]

James R. Anderson, Jr.

By: Coporate Operating Officer

Gerald A. Muccioli, Assistant Vice President  
(Type Name)

June 29 19 88

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and office any.  
Md., Va., D.C., Pa.

RECORD FEE	11.00
RECORD TAX	441.00
POSTAGE	.50
#139510 C040 R03 115:40	
07/05/88	

CK

11.00  
441.00  
.50  
-----  
452.50

A26054

10131

11.50

Q.A.

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FINANCING STATEMENT FORM UCC-1

Identifying File No. 073500

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dexter Corporation - Mogul Division
Address 7310 Ritchie Highway Suite 411 Glen Burnie, Maryland 21061

2. SECURED PARTY

Name AEL Leasing Co., Inc.
Address P.O. Box 13428 Reading, PA 19612-3428

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Canon Copier with Auto Document Feeder
10 Bin Sorter
Cabinet

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)
Dexter Corporation-Mogul Division

RECORD FEE 11.00
POSTAGE .50
#139600 0040 R03 119:50
07/05/88

CK

(Signature of Debtor)
Theresa Lowe, Dist. Sect.
Type or Print Above Name on Above Line

AEL Leasing Co., Inc.
Shirley Camilli
(Signature of Secured Party)

(Signature of Debtor)
Shirley Camilli
Type or Print Above Signature on Above Line

Shirley CAMILLI
Type or Print Above Signature on Above Line

Power of Atty
(See Attached)

11.00
.50

# EQUIPMENT LEASE AGREEMENT

BOOK 529 PAGE 139

LEASE NUMBER <u>A-21005W</u>	COMMITMENT DATE <u>5-31-88</u>	RENTAL COMMENCEMENT DATE <u>5-31-88</u>
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### TERMS AND CONDITIONS OF LEASE

Lessor hereby leases to Lessee and Lessee hereby leases and rents from Lessor, the personal property described below, or if separately scheduled, in the Schedule hereto annexed, marked Schedule "A" and made a part hereof, together with all replacement parts, repairs, additions, accessories, and systems incorporated therein and/or affixed and pertaining thereto (said personal property and other items herein collectively referred to as "Equipment") upon the following terms and conditions:

1. NO WARRANTIES BY LESSOR OR ANY ASSIGNEE OF LESSOR. LESSEE ACKNOWLEDGES THAT IT HAS SELECTED BOTH (A) THE EQUIPMENT LISTED BELOW AND (B) THE SUPPLIER NAMED BELOW FROM WHOM LESSOR IS TO PURCHASE SAID EQUIPMENT. IN THIS RESPECT, LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OF SAID EQUIPMENT NOR THE AGENT OF SAID MANUFACTURER. LESSEE FURTHER ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: (1) AS TO THE FITNESS, DESIGN, OR CONDITION OF THE EQUIPMENT, (2) AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, (3) AS TO THE QUALITY OR CAPACITY OF THE EQUIPMENT, THE MATERIALS IN THE EQUIPMENT, OR WORKMANSHIP IN THE EQUIPMENT, (4) AS TO ANY LATENT DEFECTS IN THE EQUIPMENT, (5) AS TO ANY PATENT, COPYRIGHT, OR TRADE SECRET INFRINGEMENT, AND (6) AS TO THE COMPLIANCE OF THE EQUIPMENT WITH ANY REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION, OR CONTRACT PERTAINING THERETO. LESSEE FURTHER ACKNOWLEDGES THAT IT IS LEASING SAID EQUIPMENT FROM LESSOR IN AN "AS IS" CONDITION AND THAT NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF LESSEE'S OBLIGATION TO PAY RENT OR ANY OTHER OBLIGATION LESSEE MAY HAVE TO LESSOR UNDER THE TERMS OF THIS LEASE. IT IS AGREED THAT LESSOR SHALL HAVE NO OBLIGATION TO INSTALL, ERECT, TEST, ADJUST, REPAIR, OR SERVICE THE AFORESAID EQUIPMENT. If the Equipment is not properly installed, does not operate as represented or warranted by the manufacturer or the supplier, or is unsatisfactory for any reason, Lessee shall make a claim on account thereof solely against the supplier or manufacturer and shall, nevertheless, pay Lessor all rent payable hereunder. As between Lessee and Lessor and only in those instances where the manufacturer and/or the Supplier of the Equipment has provided any warranty or guarantee of any nature whatsoever applicable to the Equipment, Lessor hereby assigns to Lessee whatever assignable interest Lessor may have in such warranty or guarantee. The aforesaid assignment shall not in any way be deemed to limit, negate, or otherwise affect the disclaimer of warranties contained in this paragraph, and Lessor shall not incur any duties arising out of any manufacturer's and/or any Supplier's warranties or guarantees. Further, Lessor shall not incur any liability whatsoever arising out of any breach of any manufacturer's and/or any Supplier's warranties or guarantees applicable to the Equipment.

### SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE.

Lessee requests Lessor to purchase the below-described Equipment from supplier and to lease said Equipment to Lessee upon the terms and conditions of this Lease, and upon written acceptance hereof signed at the Lessor's office by an authorized employee of Lessor, Lessor agrees to lease said Equipment to Lessee. The undersigned agree to all the terms and conditions of this Lease as set forth above and on the reverse side hereof.

### EQUIPMENT

### LEASE TERMS

Quantity <u>1</u>	Serial No. <u>CEM 02474</u>	Equipment Description (Mfg., Type, Model No.) <u>Cohon NP3525EF Copier with Auto Document Feeder Kit and Ten Bin Sorter and Cabinet.</u>	INITIAL TERMS
			Amt. of Each Rental <u>\$ 180<sup>00</sup></u>
			Tax on Rental <u>\$ 9<sup>00</sup></u>
			Total Rental <u>\$ 189<sup>00</sup></u>
			Rentals to be Made Monthly <input checked="" type="checkbox"/>
			in Advance: <u>Two</u> Quarterly <input type="checkbox"/>
			Other _____
			Initial Term (No. Months) <u>36</u>
			Initial Number of Rentals <u>Full 36</u>
Supplier Name <u>Copy Service, Inc.</u>			AFTER INITIAL TERM
Address <u>8905 Kelso Drive</u>			Annual Renewal Rental \$ _____
City <u>Baltimore</u> State <u>MD</u> Zip <u>21221</u>			Payable Annually
Contact _____ Telephone _____			in Advance



- North East Region
  - Flying Hills Corporate Center, No. 6 Reading, PA 19607 (215) 775-3134
- Special Services
  - Nationwide Leasing
  - Flying Hills Corporate Center, No. 6 Reading, PA 19607 (215) 775-3134
- Mid East Region
  - Building 800 2275 Swallow Hill Road Pittsburgh, PA 15220-1629 (412) 429-1000
- Mid West Region
  - P.O. Box 17508, 224 Grandview Drive Fort Mitchell, KY 41017 (606) 341-7444
- South East Region
  - P.O. Box 25957, 5404 Cypress Center Drive Tampa, FL 33609-1022 (813) 870-3161

### Full Legal Name and Address of Lessee

Name The Dexter Corporation - Mogul Division  
 Address 480 B Hayden Station Rd.  
 City Windsor Locks County \_\_\_\_\_ State CT Zip 06095  
 Contact Stu McKenzie Telephone (203) 688-7278  
 Location of Equipment: (If other than at above address)  
 Street Address 7310 RITCHIE HWY. Suite 411  
 City BALTIMORE County BALTA PA State MD Zip 21061

AEL LEASING CO., INC. (LESSOR)

By \_\_\_\_\_  
 Title \_\_\_\_\_

### NAME OF LESSEE

THE DEXTER CORPORATION - MOGUL DIVISION  
 BY Theresa A. Love District Sec. Date 5/31/88  
 Title \_\_\_\_\_ Date \_\_\_\_\_

This is a non-cancellable lease for the term indicated.

### PERSONAL GUARANTY

The undersigned Guarantor(s) do(es) hereby unconditionally and irrevocably guarantee the prompt and punctual payment when due to Lessor, whether by acceleration or otherwise, of any and all of the obligations and liabilities due or to become due to Lessor under the terms of the foregoing Lease, together with all attorney's fees, costs, and expenses of collection incurred by Lessor or its successors and assigns, in enforcing any of such obligations and liabilities.

All obligations and liabilities to which this Guarantee applies shall be conclusively presumed to have been created in reliance hereon and shall continue in full force and effect, notwithstanding any (a) change in rentals or other obligations under the Lease, (b) renewals, modifications, additions, or extensions thereto or extensions of time to perform any of the obligations thereunder; I (we) waive notice of any assignment by Lessor, of said Lease, and waive notice of any changes, renewals, modifications, additions, extensions or of any default by the Lessee thereunder. I (we) agree and consent to any assignment of this Guarantee, in which event it shall inure to the benefit of any such assignee with the same force and effect as though the said assignee was specifically named herein, and I (we) waive any notice of any such assignment.

No invalidity, irregularity, or unenforceability of all or any part of the obligations and liabilities hereby guaranteed or of any security therefore shall affect, impair, or be a defense to this Guarantee, and this Guarantee is a primary obligation of the undersigned, independent of the obligation of Lessee to Lessor. No action shall be required to be taken by Lessor against Lessee or any security therefor prior to Lessor pursuing its rights against the undersigned as guarantor.

This Guarantee shall be interpreted in accordance with the laws of (but not the law of conflict of laws of) the Commonwealth of Pennsylvania, and as part of the consideration for the execution of the aforementioned Lease by Lessor, I (we) agree that any and all actions or proceedings arising directly or indirectly from this Guarantee shall be litigated in courts having a situs within the Commonwealth of Pennsylvania and the undersigned Guarantor hereby consents to jurisdiction of any local, State, or Federal Court located within the Commonwealth of Pennsylvania.

By \_\_\_\_\_  
 Signature \_\_\_\_\_

Date: \_\_\_\_\_

NO ORAL AGREEMENT, GUARANTEE, PROMISE, CONDITION, REPRESENTATION OR OTHER ANY ORAL MODIFICATION HEREOF SHALL BE BINDING. ALL PRIOR CONVERSATIONS, AGREEMENTS, OR REPRESENTATIONS RELATED TO THIS LEASE OR TO THE EQUIPMENT HEREIN ABOVE REFERRED TO ARE INTEGRATED HEREIN. NONE OF THE TERMS OF THIS LEASE SHALL BE CHANGED OR MODIFIED EXCEPT IN WRITING EXECUTED BY THE LESSOR AND THE LESSEE.

3. SUPPLIER NOT AN AGENT. LESSEE UNDERSTANDS AND AGREES THAT NEITHER SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE AND NO REPRESENTATION AS TO EQUIPMENT OR ANY OTHER MATTER BY SUPPLIER SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY RENT AND PERFORM ITS OTHER OBLIGATIONS AS SET FORTH IN THIS LEASE. LESSEE UNDERSTANDS AND ACKNOWLEDGES THAT LESSOR IS NOT THE AGENT OF SUPPLIER.

4. NON CANCELLABLE LEASE. THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN.

5. ORDERING EQUIPMENT. Lessor agrees to order the Equipment from supplier. Lessee agrees to arrange for delivery of Equipment so it can be accepted in accordance with Paragraph 6 hereof within 180 days after the date on which Lessor accepts Lessee's offer to enter into this Lease which date Lessor is authorized to fill in above as "Commitment Date". Lessee hereby authorizes Lessor to insert in this Lease the serial numbers and other identification data of Equipment when determined by Lessor.

6. DELIVERY AND ACCEPTANCE. Lessee shall inspect the Equipment promptly after it is delivered to Lessee. Within five (5) days following the delivery of the Equipment to Lessee, Lessee shall furnish to Lessor a written statement setting forth (a) that (i) Lessee has fully inspected the Equipment, (ii) the Equipment is all of the Equipment referred to in this Lease, (iii) the Equipment is in good condition and repair, (iv) Lessee has accepted the Equipment, and (v) Lessee irrevocably approves the payment of the invoice of the Supplier pertaining to the Equipment, or (b) specifying any proper objection to the Equipment. ANY STATEMENT, WRITTEN OR ORAL, DELIVERED BY LESSEE TO LESSOR TO THE EFFECT THAT THE MATTERS SET FORTH IN SUBPARAGRAPH (A) OF THIS PARAGRAPH ARE TRUE AND CORRECT SHALL AS BETWEEN LESSOR AND LESSEE BE BINDING UPON AND IRREVOCABLE BY LESSEE AND MAY BE CONCLUSIVELY RELIED UPON BY LESSOR. Unless such statement is received by Lessor within such five (5) day period, Lessor may conclusively presume as between Lessor and Lessee that the matters set forth in Subparagraph (a) of this Paragraph are true and correct and that Lessee irrevocably approves the payment of the invoice pertaining to the Equipment or a portion thereof, as Lessor shall elect. Nothing contained in this Lease shall impose upon Lessor any duty of delivery of the Equipment or installation thereof or maintenance with respect thereto.

7. TERMINATION BY LESSOR. Lessor shall have the exclusive option to terminate this Lease and Lessor's obligations hereunder, if within 180 days after "Commitment Date" Equipment has not been delivered to Lessee or Lessee has not accepted Equipment as provided in paragraph 6 above. Said option may be exercised by giving Lessee written notice of termination pursuant to this paragraph any time within ten (10) business days after the expiration of said 180 day period.

8. TERM. The term of this Lease commences upon the date on which the Equipment is delivered to Lessee (whether or not accepted) and ends upon the expiration of the number of months specified above under "Initial Term of Lease" after the "Rental Commencement Date" shown above. Lessee hereby authorizes Lessor to insert in this Lease as said "Rental Commencement Date" the date upon which Equipment is delivered to Lessee or any later date selected by Lessor.

9. RENT. During the term of this Lease, Lessee agrees to pay rent equal to the "Amount of Each Rent Payment" multiplied by the "Number of Rental Payments" as indicated. The first rental payment shall be due on "Commitment Date" and shall be applicable to the rental period commencing on "Rental Commencement Date". Subsequent rental payments shall be due in advance on the same date each month (or other calendar period as indicated) thereafter. Rent shall be due whether or not Lessee has received any notice that such payments are due. All rent shall be paid to Lessor at Flying Hills Corporate Center, No. 6 Reading, PA 19607, unless otherwise directed in writing by Lessor. No portion of any rent payment shall be deemed to constitute payment for any equity interest in the Equipment.

10. USE, LESSEE COVENANTS AND REPRESENTS TO LESSOR THAT THE EQUIPMENT WILL BE USED EXCLUSIVELY FOR AGRICULTURAL BUSINESS OR COMMERCIAL PURPOSES AND WILL NOT BE USED AT ANY TIME DURING THE TERM OF THIS LEASE FOR PERSONAL FAMILY OR HOUSEHOLD PURPOSES.

11. RENEWAL. Lessee shall have the option to renew this Lease on the terms and conditions hereof from year to year for a maximum period of twelve (12) years including the "Initial Term of Lease" set forth above it, and only if an amount is specified in the space "Renewal Rental" above. Lessee must give Lessor written notice of its intention to exercise said option together with payment of the "Renewal Rental" at least thirty (30) days before expiration of the Lease or any renewal term. Should Lessee fail to notify Lessor as indicated above or fail to return Equipment in accordance with paragraph 14 hereof, at Lessor's exclusive option this Lease may be continued on a month to month basis until thirty (30) days after Lessee returns Equipment to Lessor. In the event this Lease is continued on a month to month basis, Lessee shall pay Lessor rental in the same periodic amounts as indicated under "Initial Term" above.

12. LOCATION, LESSOR'S INSPECTION, LABELS. Equipment shall be delivered and thereafter kept at the location specified above or if none is specified, at Lessee's address set forth above, and shall not be removed therefrom without Lessor's prior written consent. Lessor shall have the right to inspect Equipment at any reasonable time, if Lessor supplies Lessee with labels stating that Equipment is owned by Lessor. Lessee shall affix and keep same in a prominent place on each item of Equipment.

13. REPAIRS, USE, ALTERATIONS. Lessee, at its expense, shall keep Equipment in good working condition and repair and furnish all labor, parts, mechanisms, and devices required therefor. Lessee shall use Equipment in a careful and lawful manner. Lessee shall not make any alterations, additions, or improvements to Equipment without Lessor's prior written consent. All additions, repairs, replacement parts, accessories, or improvements made to Equipment shall become a component part thereof and title thereto shall be immediately vested in Lessor and shall be included under the terms hereof. Any such additions, repairs, replacement parts, accessories or improvements made to Equipment shall not be removed without Lessor's prior written consent.

14. SURRENDER. At the expiration or other termination of this Lease or upon demand by Lessor made pursuant to Paragraph 22 hereof, Lessee, at its expense, shall immediately return Equipment in as good condition as received less normal wear, tear, and depreciation, by delivering it packed and ready for shipment, to such place or on board such carrier as Lessor may specify.

15. LOSS OR DAMAGE. Lessee shall bear the entire risk of loss, theft, destruction or damage of Equipment or any portion thereof from any cause whatsoever if any Equipment is totally destroyed. The liability of Lessee to pay rent therefor may be discharged by paying the Lessor all the rent due and to become due thereon, plus any purchase option which would have been due if Lessee had retained the Equipment, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss or damage. Except as provided in the preceding sentence, the total or partial destruction of any Equipment, or total or partial loss of use or possession thereof by Lessee, shall not release or relieve Lessee from the duty to pay the rent herein provided. Lessor shall not be obligated to undertake, by litigation or otherwise, the collection of any claim against any person for loss or damage of the Equipment.

16. INSURANCE. Lessee shall at its own expense, insure the Equipment at all times against all hazards requested by Lessor including but not limited to fire, theft, and extended coverage insurance, and such policies shall be payable to Lessor as its interest may appear. Such insurance shall be reasonably satisfactory to Lessor as to form, amount, and insurer and shall provide for at least ten (10) days written notice of cancellation to Lessor. Such insurance policies or certificates thereof shall be delivered by Lessee to Lessor. In addition, Lessee shall, at its own expense, carry occurrence type public liability insurance with respect to the Equipment and the use thereof in such amounts and with such insurers as are reasonably satisfactory to Lessor, and such insurance policies shall also name Lessor as an insured thereunder.

17. LIENS, TAXES. Lessee shall keep Equipment free and clear of all liens, claims, and encumbrances. Lessee shall in the manner directed by Lessor (a) make and file all declarations and returns in connection with all charges and taxes (local, state, and federal), which may now or hereafter be imposed upon or measured by the ownership, leasing, rental, sale, purchase, possession, or use of Equipment, excluding, however, all taxes on or measured by Lessor's net income, and (b) pay all such charges and taxes. In the event that Lessor shall elect to make and file any or all declarations and returns in connection with such charges and taxes to pay the same, then the Lessee shall reimburse the Lessor upon demand of the Lessor, for any and all such charges and taxes applicable to the Equipment herein leased by Lessor to Lessee.

will also accept the certificate as valid at the time of audit review. Lessee is responsible for any future audit adjustment if the certificate is not accepted. Lessee agrees to reimburse Lessor for the amount of audit adjustment and the aggregate of tax, interest, and penalty, if a certificate is subsequently denied.

18. LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS. If Lessee fails to duly and properly perform any of its obligations under this Lease with respect to the Equipment, Lessor may (a) (i) option) perform any act or make any payment which Lessor deems necessary for the maintenance and preservation of the Equipment and Lessor's title thereto, including payment for satisfaction of liens, repairs, taxes, levies, and insurance and all sums so paid or incurred by Lessor, together with interest and any reasonable legal fees incurred by Lessor in connection therewith, shall be additional rent under this Lease and payable by Lessee to Lessor on demand. The performance of any act or payment by Lessor as aforesaid shall not be deemed a waiver or release of any obligation or default on the part of Lessee.

19. INDEMNITY. Lessee assumes the risk of liability arising from or pertaining to the possession, operation, or use of such leased Equipment. Lessee does hereby agree to indemnify, hold safe and harmless against, and defend Lessor from any and all claims, costs, expenses, damages, and liabilities arising from or pertaining to the use, possession, or operation of leased Equipment.

20. ASSIGNMENT, OFFSET. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate, or otherwise dispose of this Lease, Equipment, or any interest therein, or (b) suelet or lend Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign this Lease and/or mortgage Equipment, in whole or in part, without notice to Lessee; however, if Lessee is given notice of such assignment, it agrees to acknowledge receipt thereof in writing. Each such assignee and/or mortgagee shall have all of the rights, but none of the obligations of Lessor under this Lease. Lessee shall not assert against assignee and/or mortgagee any defense, counterclaim, or offset that Lessee may have against Lessor. Subject to the terms and conditions of this Lease and provided Lessee duly performs its obligations hereunder, Lessor agrees not to interrupt Lessee's quiet enjoyment of the Equipment during the term of this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

21. SERVICE CHARGE AND INTEREST. If Lessee fails to pay when due any rent or other amount required herein to be paid to Lessor, Lessee shall pay to Lessor a service charge of five percent (5%) of each installment or part thereof for which said rent or other amount shall be delinquent, or \$2.50, whichever is greater, plus interest on such delinquent rent or other amount from the due date thereof until paid at the maximum rate allowed by law.

22. DEFAULT. (a) If Lessee fails to pay when due any rent payment or other amount required herein to be paid by Lessee, or if Lessee makes an assignment for the benefit of creditors, whether voluntary or involuntary, or if Lessee shall make a bulk transfer of any of its assets, or if Lessee discontinues its normal business operation for a period of ten (10) days or more, or if a petition is filed by or against Lessee under the Bankruptcy Code, or if Lessee shall otherwise default under any term of this agreement, or any other agreement with Lessor or any affiliate of Lessor, Lessor shall have the right to exercise any one or more of the following remedies in order to protect the interest and reasonably expected profits and bargains of Lessor: (i) Lessor may declare the entire amount of rent hereunder to be immediately due and payable as to any or all items of Equipment, without notice or demand to Lessee, and sue for and recover all of such rent, together with other payments then accrued or hereafter accruing, with respect to any or all items of Equipment; (ii) LESSOR MAY TAKE POSSESSION OF ANY OR ALL ITEMS OF EQUIPMENT, WHEREVER THE SAME MAY BE LOCATED, WITHOUT DEMAND OR NOTICE, WITHOUT ANY COURT ORDER OR OTHER PROCESS OF LAW, AND WITHOUT LIABILITY TO LESSEE FOR ANY DAMAGES OCCASIONED BY SUCH TAKING OF POSSESSION, AND IN REMOVING ALL SUCH EQUIPMENT, LESSOR MAY, IF PERMITTED BY LAW, USE ANY OF LESSEE'S LICENSES IN RESPECT TO ALL SUCH EQUIPMENT; (ANY SUCH TAKING OF POSSESSION SHALL NOT CONSTITUTE A TERMINATION OF THIS LEASE); (iii) Lessor may recover from Lessee, with respect to any and all items of Equipment that had been used and maintained as provided in this Lease and with or without repossession of the said Equipment, all rent payments and other amounts due and to become due, provided, however, that upon repossession or surrender of Equipment, Lessor shall sell, lease, or otherwise dispose of Equipment in a commercially reasonable manner with or without notice, on public or private bid, at Lessor's place of business, Flying Hills Corporate Center, No. 6 Reading, PA 19607, or at such other place as Lessor shall determine, and apply the net proceeds thereof (after deducting all expenses, including attorney's fees, incurred in connection therewith) to the sum of (i) and (ii) above; (iv) Lessor may pursue any other remedy at law or in equity; (b) If Lessee fails to perform any of the provisions under this Lease or any other agreement with Lessor, or Lessee makes a bulk transfer of furniture, furnishings, fixtures, or other equipment or inventory, Lessor shall have the right to exercise any remedy available at law or in equity, including but not limited to seeking damages or specific performance and/or obtaining an injunction; (c) No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time, but Lessor shall not be entitled to recover a greater amount in damages than Lessor could have gained by receipt of Lessee's full, timely, and complete performance of its obligations pursuant to the terms of this Lease plus accrued service charges under Paragraph 21.

23. LESSOR'S EXPENSES. Lessee shall pay Lessor all costs and expenses, including reasonable attorney's fees, the fees of collection agencies, and other expenses such as telephone and telegraph charges incurred by Lessor in enforcing any of the terms, conditions, or provisions hereof.

24. OWNERSHIP, PERSONAL PROPERTY. Equipment is, and shall at all times remain, the property of Lessor, and Lessee shall have no right, title, or interest therein or thereto except as expressly set forth in this Lease. Equipment is, and shall at all times be and remain personal property, notwithstanding that Equipment or any part thereof may not be or hereafter become in any manner affixed or attached to real property or any building thereon. This Lease and all items of Equipment are intended by Lessor and Lessee to be isolated from the Pennsylvania Assembled Industrial Plant Doctrine.

25. NOTICES. Service of all notices under this Lease shall be sufficient if given personally or mailed to the party involved at its respective address set forth above, or at such other addresses as said party may provide in writing from time to time. Any such notice mailed to said address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

26. SECURITY DEPOSIT. When the within Lease provides for security deposit, Lessor may, but shall not be obliged to, apply the security deposit to cure any default of Lessee hereunder in which event Lessee shall promptly restore the security deposit to the full amount specified above. Lessee hereby grants Lessor a security interest in any security deposit.

27. SEVERABILITY. If any provision of this Lease or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Lease and the application of such provision to other parties or circumstances will not be affected thereby and to this end the provisions of this Lease are declared severable.

28. AMENDMENTS AND WAIVERS. This Lease and any Schedules thereto executed by both Lessee and Lessor constitute the entire agreement between Lessee and Lessor with respect to the Equipment which is the subject matter of this Lease. No expressed or implied waiver by Lessor of any event of default hereunder shall in any way be or be construed to be a waiver of any future or subsequent event of default whether similar in kind or otherwise.

29. MISCELLANEOUS. No provision of this Lease can be waived except by the written consent of Lessor. Lessee shall provide Lessor with such corporate resolutions, opinions of counsel, financial statements, UCC-1 Financing Statements, and other documents as Lessor shall request from time to time. If more than one Lessee is named in this Lease, the liability of each shall be joint and several. Titles to the paragraphs of this Lease are solely for convenience and are not intended for interpretation of construction of this Lease. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Lessee agrees that any actions or proceedings to which Lessor is a party arising directly or indirectly from this Lease, shall be litigated in any state or federal court having situs within the Commonwealth of Pennsylvania, and that said court shall have jurisdiction thereof.

30. FILING. Lessee hereby authorizes Lessor, at Lessee's expense, to cause this lease, or any statement or other instrument in respect of this lease showing the interest of Lessor in the equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded, and relied and re-recorded, and grants Lessor the right to execute Lessee's name thereto as Lessee's attorney in fact.

5-29 PAGE 140

CLERK'S NOTATION  
Document submitted for record  
in a condition not permitting  
satisfactory photographic repro-  
duction.



ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated 6-28-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SKC Inc. T/A The Canopy
Address 5 Vernon Ave., Glen Burnie, Md. 21061

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One(1)A-200-1 Mixer, Bowl, Dough Hook
One(1) VS9-12 Veg. Slicer, Shg. 12, Plate Holder, 5/16" Shredder Plate

Annapolis # 133706

CONDITIONAL SALES CONTRACT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#139700 0040 R03 116:07
07/05/88

CK

Alice J. Grigsby Attorney in Fact
(Signature of Debtor) Alice J. Grigsby
SKC Inc. T/A The Canopy

Type or Print Above Name on Above Line

Alice J. Grigsby Attorney in Fact
(Signature of Debtor) Alice J. Grigsby

SKC Inc T/A The Canopy
Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

Type or Print Above Signature on Above Line

270500

BOOK 529 PAGE 143

4. <input type="checkbox"/> Filled for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) PARK 'N GO, INC. 790 Camp Meade Road Linthicum, MD 21090	2. Secured Party(ies) and address(es) FIRST INTERSTATE CREDIT ALLIANCE, INC. P.O. Box 715 Maitland, FL 32751-0715	3. For Filing Office (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #139650 0040 R03 J15:58 07/05/88 CK

7. This financing statement covers the following types (or items) of property:

"ALL MACHINERY INVENTORY, EQUIPMENT, GOODS AND ACCOUNTS RECEIVABLES AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND / OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS UCC FORM TOGETHER WITH THE ATTACHED SECURITY AGREEMENT AND / OR SCHEDULE ARE BEING SUBMITTED FOR FILING HEREWITH AS A FINANCING STATEMENT."

ANNE ARUNDEL COUNTY

1999F-C-09-C6149-0 ~~COMMERCIAL CODE COURT - DISTRICT COURT~~

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)

FIRST INTERSTATE CREDIT ALLIANCE, INC.

PARK 'N GO, INC.

*James Blaney, Asst. Secy*  
~~XXXXXXXXXXXXXXXXXXXX~~ Secured Party

by *John R. Bone, V.P.*  
~~XXXXXXXXXXXXXXXXXXXX~~ DEBTOR

529 143 -A  
**SCHEDULE "A"**

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or \_\_\_\_\_ dated January 13, 1988 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
4	1988 Ford Vans	E350	1FDJE34H1JHB4 7935 1FDJE34H3JHB4 7936 1FDJE34H5JHB4 7937 1FDJE34H7JHB4 7938
3	DTK Computers	DATA1000	712098 801034 801033
3	Samsung Monitors	SM12SFA7	8744210712 8743199875 8744210722
3	BTC Keyboards	BTC-5060XT	71217532 71217535 71217533

This schedule is hereby verified correct and undersigned Purchaser(s), Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

**Secured Party/Seller/Mortgagee/Lessor:**

FIRST INTERSTATE CREDIT ALLIANCE, INC.

By: *James Blawieger*

FICA-L-28

**Debtor/Purchaser/Mortgagor/Lessee:**

PARK 'N GO, INC.

By: *John W. [Signature]*

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 529 PAGE 144 Identifying File No. 273590

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles C. Hawes  
 Address 27 Wilelinor Drive Edgewater, MD 21037

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.  
 Address 6300 Crain Highway Upper Marlboro, MD 20772  
J.I. Case Credit Corp. 5790 Widewater Parkway Syracuse, NY 13214

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 Case Model 1845C Uniloader #JAF0016856  
 1 Eager Beaver Model AP10 Trailer  
 VIN. 1120AP207JS050339

Name and address of Assignee

RECORD FEE 11.00  
 POSTAGE .50  
 #139740 0040 R03 116:26  
 07/05/88

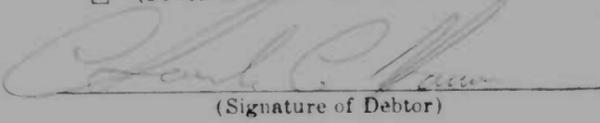
CK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

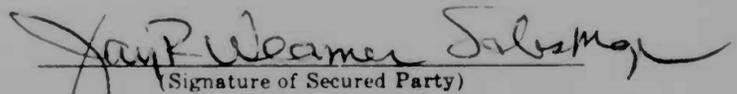
Assignee(s) of Secured Party and Address(es)  
 J. I. CASE CREDIT CORP.  
 5790 Widewaters Parkway  
 Syracuse, N.Y. 13214

*11.00  
1.50*  
  
 (Signature of Debtor)

Charles C. Hawes  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)

\_\_\_\_\_  
 Type or Print Above Signature on Above Line

  
 (Signature of Secured Party)

Suit & Wells Equipment Co., Inc.  
 Type or Print Above Signature on Above Line

MARYLAND FINANCING STATEMENT

273591

(xx) Not Subject to Recordation Tax (C/S/C)

BOOK 529 PAGE 145

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE American Glass Co, Inc (American Glass Co., Inc.)  
308 Logan Avenue, MD 21201  
(Name or Names)  
(Address)

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Chesapeake Federal Savings & Loan Association  
2001 E. Joppa Road Baltimore, MD 21234  
(Name or Names)  
(Address)

4. This financing Statement covers the following types (or items) of property:

(1) Toshiba Products

RECORD FEE 11.00  
POSTAGE .50  
#139750 0040 R03 116:29  
07/05/88

CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE American Glass Co, Inc

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Ronald S Lambert Ronald S. Lambert  
President Pres. (Title)

By: Brian G. Connelly Mgr.  
Brian G. Connelly (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: Ronald S Lambert President  
(Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

11.00  
50

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C) 2703592

800 529 PAGE 146

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Concrete Placing Services of Maryland, Inc.
(Name or Names)
708 N. Crain Hwy. Glen Burnie, Maryland 21061
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any)
Of LESSOR
(Name or Names)
(Address)

4. This financing Statement covers the following types (or items) of property:

- 1 - CASE W.J.B. Trailer Pump Model P104
1 - CASE W.J.B. Trailer Pump Model 336

RECORD FEE 11.00
POSTAGE .50
#139760 0040 R03 116429
07/05/88

CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE Concrete Placing Services of Maryland, Inc.

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: [Signature] PRES
(Title)
William J. Brown President
(Type or print name of person signing)

By: [Signature] - Mgr
(Title)
Brian G. Connolly Manager
(Type or print name of person signing)

By:
(Title)
(Type or print name of person signing)

Return to:

11 00
150

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated June 29, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD  
21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated July 1, 1988, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # SAL-260880 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 29, 1988 between Assignor and Assignee:

1 (one) Heil 1040 Cubic Foot Superjet Drybulk Trailer - S/N 1HLS3M7F5J7T01079

RECORD FEE 11.00  
POSTAGE .50

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

CK  
#158860 0048 R04 T16-70  
07/05/88

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

*Frank J. Sarro, III*  
(Signature of Debtor)

Frank J. Sarro, III, President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, President  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1123

1462

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road

RECORD FEE 11.00  
POSTAGE .00  
#128070 2040 R04 716131  
07/08/88

Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CK

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 6/23/88, Schedule # 01, dated 6/23/88 between Assignor as Lessor and LEASE ACCOUNT # 832608 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 29, 1988 between Assignor and Assignee:

- (1) One Used 1977 Harris HRB-2MS Baler S/N 1414
- (1) One Used Williams XL70 100 HP Shredder
- (1) One Used Mayfran Conveyor Complete S/N 803-034 - 8' wide, 20' lower, 19' incline
- (1) One Used Mayfran Conveyor Frame w/Driver, S/N 734-2691 - 8' wide, 23' lower, 21' incline
- (92') Mayfran Belting, Part 6250T-96-4-603-3

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.  
*Frank J. Sarro, III*  
(Signature of Debtor)

Frank J. Sarro, III, President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, President  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

11.03.3

1461

IMPORTANT - Read instructions on back before filling out form.

This STATEMENT is presented to a filing Office for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3  The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)  
OPTIC GRAPHICS, INC.  
101 DOVER ROAD  
GLEN BURNIE, MARYLAND 21061

2 Secured Party(ies) Name(s) and Address(es)  
THE PHILADELPHIA NATIONAL BANK  
THE WORLD TRADE CENTER, SUITE  
1332  
BALTIMORE, MARYLAND 21202

4 For Filing Office: \_\_\_\_\_

BOOK 529 PAGE 149

5 This statement refers to original Financing Statement No. 249915 L468 P 71 filed (date) 11/21/83 with CLERK OF CIRCUIT COURT; ANNE ARUNDEL COUNTY

- 6  A Continuation The original Financing Statement bearing the above file number is still effective
- B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number
- PARTIAL**  C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following  
**PARTIAL RELEASE ON; HANTSCHO FOUR UNIT PRINTING PRESS S/N AU 45, AU 46, AU47, AU 48**
- D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below
- E Amendment The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)

F This statement is to be indexed in the Real Estate Records

THE PHILADELPHIA NATIONAL BANK

By \_\_\_\_\_ Signature(s) of Debtor(s) (only on amendment)

By *Valerie J. Wills* Signature(s) of Secured Party(ies)

(1) FILING OFFICE COPY - NUMERICAL

(3/83)

STANDARD FORM—FORM UCC 3—Approved by Secretary of Commonwealth of Pennsylvania

RECORD FEE 10.00  
POSTAGE .30  
#1888-10 0040 804 T16/83  
07/05/83

*Wills*

*1000*

529-150

# not used

7-5-88

IMPORTANT - Read instructions on back before filing out form.

BOOK 529 PAGE 151

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

2 Secured Party(ies) Name(s) and Address(es)

4 For Filing Officer: Date, Time, No. Filing Office

OPTIC GRAPHICS, INC.  
101 DOVER ROAD  
GLEN BURNIE, MARYLAND 21061

THE PHILADELPHIA NATIONAL BANK  
P.O. BOX 7618  
PHILADELPHIA, PA 19101

ID# 258693 L 490 PAGE 278

5 This statement refers to original Financing Statement No.

filed (date)

10/2/85 with

CLERK OF CIRCUIT COURT:  
ANNE ARUNDEL COUNTY

- 6  A Continuation The original financing Statement bearing the above file number is still effective
- B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number
- C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following  
**PARTIAL RELEASE ON: HANTSCHO FOUR UNIT PRINTING PRESS S/N AU 45, AU 46, AU 47, AU 48**
- D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below
- E Amendment The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)
- F This statement is to be indexed in the Real Estate Records

THE PHILADELPHIA NATIONAL BANK

By \_\_\_\_\_  
Signature(s) of Debtor(s) (only on amendment)

By Valerie J. Villalobos  
Signature(s) of Secured Party(ies)

(1) FILING OFFICE COPY - NUMERICAL

(3/83)

STANDARD FORM - FORM UCC 3 - Approved by Secretary of Commonwealth of Pennsylvania

RECORD FEE 10.00  
POSTAGE .00  
#168760 0040 805 T16434  
07/05/08

*RNM*

100

STATE OF MARYLAND *Anne Arundel*

BOOK 529 PAGE 152

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 511 FOLIO 211 ON Apr. 30, 1987 (DATE)

1. DEBTOR

Name The Firestone Tire & Rubber Company, as Lessee  
1200 Firestone Parkway  
Address Akron, Ohio 44317 Attn: Secretary

2. SECURED PARTY

Name The First National Bank of Chicago  
Address One First National Plaza, Chicago, Illinois 60670

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <u>XXX</u> (Indicate whether amendment, termination, etc.) <u>Termination</u></p>

The First National Bank of Chicago is the secured party of record by virtue of an assignment from Firestone Equipment Leasing Company, Inc.

PLEASE RETURN TO:  
Sara W. MacDonell  
Jones, Day, Reavis & Pogue  
1900 Huntington Center  
41 South High Street  
Columbus, Ohio 43215

RECORD FEE 10.00  
POSTAGE .50  
#139870 0040 R03 T16:46  
07/05/88

*10.00  
-50*

Dated June 28, 1988

*Robert L. Jackson, Vice Pres.*

The First National Bank of Chicago  
(Signature of Secured Party)

*Robert L. Jackson*

Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 511 FOLIO 210 ON Apr. 30, 1987 (DATE)

1. DEBTOR

Name Firestone Equipment Leasing Company, Inc.

Address 225 Franklin Street, Boston, Massachusetts 02110  
Attn: Louise Colby, V.P.

2. SECURED PARTY

Name The First National Bank of Chicago

Address One First National Plaza, Chicago, Illinois 60670

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> <b>XX</b></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: right;">Termination</p>

PLEASE RETURN TO:  
Sara W. MacDonell  
Jones, Day, Reavis & Pogue  
1900 Huntington Center  
41 South High Street  
Columbus, Ohio 43215

*RAM*

RECORD FEE 10.00  
POSTAGE .50  
#139940 0040 R03 T16:47  
07/05/88

*10.00  
50*

Dated June 28, 1988

James C. Boldt, Vice Pres.  
The First National Bank of Chicago  
(Signature of Secured Party)

*James C. Boldt*  
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GENERAL ELEVATOR COMPANY, INC.
Address 601 NURSERY ROAD, LINTHICUM HEIGHTS, MD 21090

2. SECURED PARTY

Name AMPLICON, INC. FED.ID. #95-3162444
Address 2020 E. First St., Suite 401
Santa Ana, CA 92705

Person And Address To Whom Statement Is To Be Returned If Different From Above.
2A. GENERAL ELECTRIC CAPITAL CORPORATION, P.O. BOX 6199, ORANGE, CA 92613

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

RE: SCHEDULE 15 (PA) TO LEASE #OL-1776 (MD) DATED: MARCH 13, 1987

- 01 IBM MODEL 30 WITH 20 MEGA BYTE HARD DISK
01 IBM MONOCHROME DISPLAY
01 PRO PRINTER XL 24
01 DOS 3.3
01 WORD PERFECT 4.2
01 LOTUS 1-2-3
01 HAYES SMART MODEM 2400
02 CABLES

Name and address of Assignee

NOT SUBJECT TO RECORDATION TAX.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#139950 0040 R03 716:48
07/05/88

RECEIVED

JUN 17 1988

CK

(Signature of Debtor)
GENERAL ELEVATOR COMPANY, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INFOSEARCH, INC.
P.O. Box 2587
Sacramento, CA 95814

(Signature of Secured Party)
AMPLICON, INC.

Type or Print Above Signature on Above Line

11.00
50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name AMPLICON, INC. FED.ID. #95-3162444  
 Address 2020 EAST FIRST STREET, SUITE 401, SANTA ANA, CA 92705

2. SECURED PARTY

Name GENERAL ELECTRIC CAPITAL CORPORATION FED.ID. #95-3162444  
 Address POST OFFICE BOX 6199  
ORANGE, CA 92613

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

RE: GENERAL ELEVATOR COMPANY, INCORPORATED--SCHEDULE 15(PA) TO LEASE #GL-1776 (NO) DATED: MARCH 13,

1987

"EQUIPMENT MORE FULLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF."

"INCLUDING ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, SUBSTITUTIONS AND IMPROVEMENTS THERETO AND THEREFOR, AND ALL PROCEEDS (INCLUDING INSURANCE PROCEEDS) OF AND FROM SAID EQUIPMENT."

NOT SUBJECT TO RECORDATION TAX.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

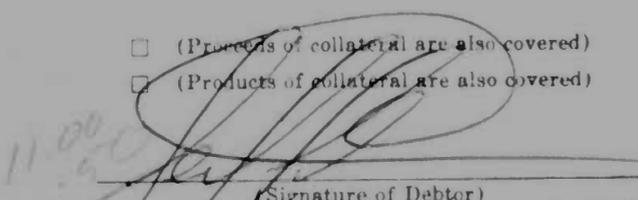
RECORD FEE 11.00  
 POSTAGE .50  
 #139960 0040 R03 T16:49  
 07/05/88

RECEIVED

JUN 17 1988

V.E.F.D.

- (Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

11.00  
 .50  


(Signature of Debtor)

AMPLICON, INC  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INFOSEARCH, INC.  
 P.O. Box 2587  
 Sacramento, CA 95814

INFOSEARCH, INC.  
 Toll Free (800) 222-2248 (CA) or (800) 222-2246 (Nationwide)  
 P.O. Box 2587  
 Sacramento, California 95812  
 Account # 50518  
 NATIONWIDE SPECIALISTS IN  
 PUBLIC INFORMATION & DOCUMENT FILING

(Signature of Secured Party)

Type GENERAL ELECTRIC CAPITAL CORPORATION Line

CK

539 156 273002

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 750,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR  
Attman's Delicatessen at Marley  
Station Joint Venture  
(Name)  
Marley Station Mall  
7900 Ritchie Highway  
Glen Burnie, Maryland 21061  
(Address)

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 Attn Marc Tohir  
(Name of Loan Officer)  
18 West Street  
(Address)  
Annapolis, Maryland 21401

1 This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

ALL ASSETS

RECORD FEE 12.00  
 POSTAGE .38  
 440720 0777 004 111-35  
 07/06/10  
 CK

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2 The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cul from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor \_\_\_\_\_

3  Products of the collateral are also specifically covered.

4 Mr. Clerk Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

Attmar, Inc. DEBTOR (OR ASSIGNOR)  
 LJA BY: [Signature], Pres. (u)  
 B-More, Inc. BY: [Signature], Pres. (u)  
 SA BY: [Signature], Pres. (u)  
(Signature)  
Leonard J. Attmar/Seymour Attman  
(Print or Type Name)

SECURED PARTY (OR ASSIGNEE)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
(Signature)  
 \_\_\_\_\_  
(Print or Type Name)

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of  
Attman's Delicatessen at Marley Station Joint Venture ("Debtor")

show the following values for property which secures a total debt of

\$ 750,000.00 to The First National Bank of Maryland.  
 (A)

\$ 88,000.00 Value of inventory, contract rights and  
 (X) other exempt property

\$ 662,000.00 Total value of all property covered by  
 (Y) financing statement

(X) + (Y) = 13.3 %  
 (B)

Therefore, the amount of debt exempt from recordation tax is computed as follows, in accordance with the advice of the Maryland Attorney General's Office:

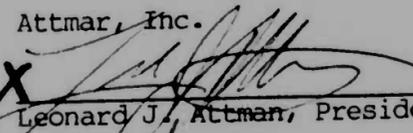
\$ 750,000.00 x 13.3 % = \$ 99,750.00  
 (A) (B) (C)

and the total amount of debt subject to tax upon the filing of financing statements submitted herewith, is \$ 650,250.00.

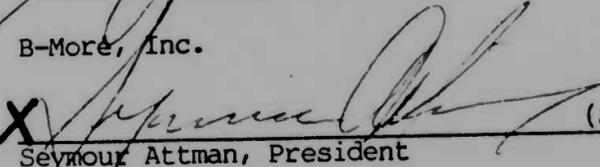
( \$ 750,000.00 - \$ 99,750.00 )  
 (A) (C)

Attman's Delicatessen at Marley Station  
Joint Venture  
 (Name of Debtor)

Attmar, Inc.

By: X  (SEAL)  
 Leonard J. Attman, President

B-More, Inc.

By: X  (Seal)  
 Seymour Attman, President

Date: December 31, 1987

273693

BOOK 529 PAGE 158

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es)  
Bill Bratten  
9101 Guilford Road  
Columbia, MD 21046  
*7310 Litchfield Way  
SW 405  
Glenn Burnie, MD 21061*

2. Secured Party(ies) and address(es)  
CompuWorld International  
2251 Grand Avenue  
Ft. Myers, FL 33901

3. Maturity date (if any)  
For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property  
(1) Mortgage Consultant Proprietary Software Program, In The IBM Version.

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00  
POSTAGE .50  
#304600 0345 R01 T13:30  
OK 07/06/88

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.  
Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented.

Filed with

By Bill Bratten  
Signature(s) of Debtor(s)

By [Signature]  
Signature(s) of Secured Party(ies)

113 STANDARD FORM - FORM UCC-1.

Handwritten initials

273601

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: Mid Atlantic Wood Preservers, Inc.  
(Name or Names)

P.O. Box 58 Shipley Ave., Harmans, MD 21077  
(Address)

LESSEE: \_\_\_\_\_  
(Name or Names)

\_\_\_\_\_  
(Address)

2. LESSOR: MCCALL HANDLING CO.  
3900 VERO ROAD, BALTIMORE, MARYLAND 21227

3. ASSIGNEE (if any) of LESSOR: Mercantile Safe-Deposit & Trust Co.  
Two Hopkins Plaza  
P.O. Box 1451  
Baltimore, MD 21203

RECORD FEE 11.00  
POSTAGE .50

4. This financing Statement covers the following types (or items) # of property: 1

( 1 ) Hyster Model H165H  
Serial Number C007D03117J

07/06/88  
CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE

LESSOR

Mid Atlantic Wood Preservers, Inc.

MCCALL HANDLING CO.

By: Bernard Liedman  
(Title)

By: Janet L. Kuhn  
(Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)

(Type or print name of person signing)

Return to: MCCALL HANDLING CO.  
3900 VERO ROAD  
BALTIMORE, MARYLAND 21227

MARYLAND FINANCING STATEMENT

529 PAGE 160

273875

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: Mid Atlantic Wood Preservers, Inc.  
(Name or Names)

P.O. Box 58 Shipley Ave., Harmans, MD 21077  
(Address)

LESSEE: \_\_\_\_\_  
(Name or Names)

\_\_\_\_\_  
(Address)

2. LESSOR: MCCALL HANDLING CO.  
3900 VERO ROAD, BALTIMORE, MARYLAND 21227

3. ASSIGNEE (if any) of LESSOR: Mercantile Safe-Deposit & Trust Co.  
Two Hopkins Plaza  
P.O. Box 1451  
Baltimore, MD 21203

4. This financing statement covers the following types (or items) of property:  
( 1 ) Hyster Model H150H  
Serial Number C007D03114J

RECORD FEE 11.00  
POSTAGE .50  
#304620 0345 R01 T13\*32  
07/06/88  
CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE

LESSOR

Mid Atlantic Wood Preservers, Inc.

MCCALL HANDLING CO.

By: Bernard Lielman  
(Title)

By: Janet L. Kuan, Sec. Treas  
(Title)

(Type or print name of person signing) (Type or print name of person signing)

By: \_\_\_\_\_  
(Title)

(Type or print name of person signing)

Return to: MCCALL HANDLING CO.  
3900 VERO ROAD  
BALTIMORE, MARYLAND 21227

273606

BOOK 529 PAGE 161

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Timothy A. Perry

Address 106 Deale Road Tracy's Landing Maryland 20779

2. SECURED PARTY

Name John Deere Company

Address P.O.Box 65090 West Des Moines, Iowa 50265-0090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) December-15, 1891

4. This financing statement covers the following types (or items) of property: (list)

1- Used 4400 Combine- serial # 00000252697

1- Used 215 15 ft. Flex Platform 00000277076H

RECORD FEE 11.00  
#304640 C345 R01 T13#36  
07/06/88

CK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

POSTAGE .50

X Timothy A. Perry  
(Signature of Debtor)

Timothy A Perry  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Co.  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-  
52

273597

FINANCING STATEMENT

1  To Be Recorded in the Land Records at Anne Arundel County

2  To Be Recorded among the Financing Records at \_\_\_\_\_

3  Not subject to Recordation Tax

4  Subject to Recordation Tax on an initial debt in the principal amount of \$ 11,000.00

certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County

RECORD FEE 11.00  
 RECORD TAX 77.00  
 The Debtor(s) POSTAGE .50  
 #304550 0345 R01 113:37  
 07/06/98

5. Debtor(s) Name(s): Berne, Edelstein, Jewell, PA Address(es): 1667 Crofton Centre  
 Crofton, MD 21114

6. Secured Party: Maryland National Bank Address: Department: \_\_\_\_\_  
Attention: Kevin McCann Post Office Box 987, Mailstop 500188  
 Baltimore, Maryland 21203  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A *Inventory*: All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B *Contract Rights*: All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C *Accounts*: All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D *General Intangibles*: All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E *Chattel Paper*: All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F *All Equipment*: All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G *Specific Equipment*: All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H *Other*: All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

See Schedule A

Debtor: \_\_\_\_\_

By: Alan M. Berne, DDS-President (Seal)  
 Type name and title, if any

By: Kevin McCann, DDS, Pres (Seal)  
 Type name and title, if any

Secured Party: Maryland National Bank

By: Kevin P. McCann (Seal)  
 Kevin P. McCann - Comm. Banking Officer  
 Type name and title

MARYLAND NATIONAL BANK

Handwritten scribbles and numbers at the bottom right of the page.

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- \_\_\_\_\_

BOOK 529 PAGE 163

dated June 29, 1988, and executed by Berne, Edelstein, Llewellyn, P.A.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s).

Property Description (continued):

ADEC Excellence Operatory Chair  
Model 6300  
Serial # D856891

GRANTOR/DEBTOR  
 By: [Signature] (SEAL)  
 Name: Alan M. Berne, DDS  
 Title: President

GRANTOR/DEBTOR  
 By: [Signature] (SEAL)  
 Name: Kevin P. McCann  
 Title: Commercial Banking Officer

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

File No. \_\_\_\_\_  
Record Reference:  
Liber..... Folio.....

**FINANCING STATEMENT**

Not subject to Recordation Tax. To Be Recorded in The Land Records  
(For Fixtures Only).  
XX Subject to Recordation Tax on prin-  
cipal amount of \$ 22,500.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>		
RICHARD'S PET SERVICES, INC.	1139 Annapolis Road Odenton, MD 21113	RECORD FEE	11.00
		RECORD TAX	157.50
		POSTAGE	.50

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK Fourth and Main Streets Laurel, Maryland 20707	#304670 0345 R01 T13:38 07/06/88 CK
---	---

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral): All of Borrower's furniture, fixtures, machinery, and equipment and all replacements thereof and additions or attachments thereto, and all Borrower's accounts receivable, contract rights and inventory, now owned or hereafter acquired, and the proceeds and products thereof.

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. XX Proceeds ) of the collateral are also specifically covered.  
XX Products )

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
RICHARD'S PET SERVICES, INC.	THE CITIZENS NATIONAL BANK

By: <u>Richard N. Harmon</u> Richard N. Harmon, President	By: <u>Marilyn F. Horton</u> Marilyn F. Horton Assistant Vice President
--	---

By: Sharon L. Harmon  
Sharon L. Harmon, Vice Pres., Sec/Treas

Type or print all names and titles under signatures.

157.50  
50

273609

BOOK 529 PAGE 165

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

Mr. & Mrs. Patrick Dallosta  
106 Edgemere Drive  
Annapolis, MD 21403

2 Secured Party(ies) and address(es)

McNew Bouchal Inc.  
P.O. Box 277  
Edgewater, MD 21037

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property

Conditional sales contract, no subject to tax.  
106 Edgemere Drive  
Annapolis, MD 21403

Mark 89 water conditioner located at the address listed here.

RECORD FEE 12.00

5 Assignee(s) of Secured Party and Address(es)  
#304690 C345 R01 T13#4  
Security Pacific  
Financial Services, Inc.  
30 E. Padonia Rd #207  
Timonium, MD 21093

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered;  Proceeds of Collateral are also covered;  Products of Collateral are also covered. No. of additional Sheets presented

Filed with Anne Arundel

*Patrick Dallosta*

By *Ray S. Dallosta*  
Signature(s) of Debtor(s)

*McNew Bouchal, Inc.*

By *M E Norman*  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 13,600.00

If this statement is to be recorded in land records check here:

This financing statement Dated 6/1/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Patriot Air Freight, Inc.  
Address P. O. Box 8659, BWI Baltimore, Maryland 21240

2. SECURED PARTY

Name Mercantile-Safe Deposit & Trust Company  
Address 409 Washington Avenue  
Towson, Maryland 21204, Attention: Mark C. Wagner  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) June 1, 1992

4. This financing statement covers the following types (or items) of property: (list)

- IBM Computer System
- 1) 208 A/B UDS 4800 Modem
- 1) 5363-P10 Processor (IBM/65MB)
- 1) Processor Expansion 2600
- 1) Bisynchronous Communications 2610
- 1) System Support SS6
- 1) Utilities UT6
- 1) 8210 IBM Printer
- 1) 5291-002 IBM Terminal (used)

RECORD FEE 11.00  
 RECORD TAX 98.00  
 POSTAGE .50  
 #304730 0345 R01 T13:45  
 07/06/88  
 CK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Patriot Air Freight, Inc.  
*K. Hooper Goldsborough*  
(Signature of Debtor)

K. Hooper Goldsborough  
Type or Print Above Name on Above Line  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*Mark C. Wagner*  
(Signature of Secured Party)

Mark C. Wagner, Vice President  
Type or Print Above Signature on Above Line

45-50

BOOK 529 PAGE 167

278511

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Roy E. Mason  
326 Ferndale Road  
Glen Burnie, MD 21061

TBC Financial Services, Inc.  
103 Springer Bldg., Concord Plaza  
3411 Silverside Blvd.  
Wilmington, DE 19810

4 This financing statement covers the following type(s) of property

All of Debtor's right, title and interest to certain Distribution Rights (the exclusive right to sell and distribute products manufactured and/or distributed by Tastykake, Inc.) as evidenced by a Bill of Sale and Distributor's Agreement granted to Debtor by Tastykake, Inc., Philadelphia, Pennsylvania, which rights are located primarily in the County of ANNE ARUNDEL

5 Assignee(s) of Secured Party and Address(es)

Not subject to recordation tax

RECORD FEE 11.00

POSTAGE .50

#304740 0345 R01 T13#46

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

Filed with

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

CK 07/06/88

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented

By: Roy E. Mason  
Signature(s) of Debtor(s)

Title

By: [Signature]  
Signature(s) of Secured Party(ies)

Asst. Treas.  
Title

(1) Filing Office Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Handwritten initials or mark.

273612

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

Dong-Woo Yoo  
8226 Pioneer Circle  
Severn, MD 21144

2 Secured Party(ies) and address(es)

TBC Financial Services, Inc.  
103 Springer Bldg., Concord Plaza  
3411 Silverside Blvd.  
Wilmington, DE 19810

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property

All of Debtor's right, title and interest to certain Distribution Rights (the exclusive right to sell and distribute products manufactured and/or distributed by Tastykake, Inc.) as evidenced by a Bill of Sale and Distributor's Agreement granted to Debtor by Tastykake, Inc., Philadelphia, Pennsylvania, which rights are located primarily in the County of ANNE ARUNDEL

5 Assignee(s) of Secured Party and Address(es)

RECORDED FEE 11.00  
POSTAGE .50

#304150 C345 R01 T13447

07/06/88

CK

Not subject to recordation tax

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)

Filed with

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

By

Signature(s) of Debtor(s)

Title

By

Signature(s) of Secured Party(ies)

Asst. Treas.

Title

(1) Filing Officer Copy (Alphabetical)

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

11  
50

273513

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/MARYLAND

Address 7 St. Paul Street, 5th Floor

Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 3/25/88, Schedule # 03, dated 6/8/88 between Assignor as Lessor and LEASE ACCOUNT # 852308 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated June 27, 1988 between Assignor and Assignee:

- (1) One Victor Auto 10H Automatic Horizontal Bandsaw  
220/60/3

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate) RECORD FEE 11.00

POSTAGE .50

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) #304800 0345 R01 T13:50 07/06/88

CK

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

*Frank J. Sarro, III*  
(Signature of Debtor)

Frank J. Sarro, III, President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Signet Bank/ Maryland

*Stephen B. Bradley, V.P.*  
(Signature of Secured Party)

STEPHEN B. BRADLEY  
John S. Tuccitto, V.P.

\_\_\_\_\_  
Type or Print Above Name on Above Line

Filed with State of Maryland

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2351

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/MARYLAND  
Address 7 St. Paul Street, 5th Floor  
Baltimore, MD 21203

RECORD FEE 11.00

Person And Address To Whom Statement Is To Be Returned If Different From Above.

POSTAGE .50

3. Maturity date of obligation (if any) \_\_\_\_\_ #304790 0345 R01 T13#50

4. This financing statement covers the following types (or items) of property: (list)

CK 07/06/88

To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 3/25/88, Schedule # 02, dated 4/26/88 between Assignor as Lessor and LEASE ACCOUNT # 852308 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated June 27, 1988 between Assignor and Assignee:

- (1) One Mori Seiki MV Jr. Machining Center S/N 2152

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

TransFinancial Leasing Corp.  
*Frank J. Sario, III*  
(Signature of Debtor)

Frank J. Sario, III, President  
Type or Print Above Signature on Above Line  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Signet Bank/ Maryland

*Stephen B. Bradley*  
(Signature of Secured Party)  
STEPHEN B. BRADLEY  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1813 PDC 5/2 HAS 6/10/88

FINANCING STATEMENT FORM UCC-1

Identifying File No. 770045

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/MARYLAND RECORD FEE 11.00  
Address 7 St. Paul Street, 5th Floor POSTAGE .50  
Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above. #304780-0345 R01 T13:49  
07/06/88

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 3/25/88, Schedule # 01, dated 4/26/88 between Assignor as Lessor and LEASE ACCOUNT # 852308 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated June 27, 1988 between Assignor and Assignee:

- (1) One Mori Seiki SL-15 Lathe S/N 172

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III, President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/ Maryland

Stephen B. Bradley, RVP  
(Signature of Secured Party)

STEPHEN B. BRADLEY, RVP  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

STATE OF MARYLAND 172

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270002

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sylvan Pools

Address 10895 Annapolis Junction Road  
Annapolis Junction, MD 20701

2. SECURED PARTY

Name AT&T

Address 123 Market Place 7th Floor  
Baltimore, MD 21202

RECORD FEE 11.00  
M169510 CTTT R04 T15+30  
01/06/08

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

The Merlin II Communications System and all related equipment.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*[Signature]*  
(Signature of Debtor)

RICHARD FLIPPIN GEN. MGR.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

DENISE ST JOHN  
Type or Print Above Signature on Above Line

11

CK

529-173

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273623

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KT&F, Inc.  
Address 40 MD RT 3 North Millersville, MD 21108

2. SECURED PARTY

Name Randolph M. Vaillancourt  
Address 129 Jackpine Dr. Pasadena, MD 21122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)  
Accounts Receivable, Inventory, Equipment and all other Assets, whether now owned or hereafter acquired.

RECORD FEE 11.00  
#168650 5777 R04 115043  
07/06/00

CK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

Rony Natanzon  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Randolph M. Vaillancourt  
Type or Print Above Signature on Above Line

11/1/00

273821

BOOK 529 PAGE 174

This FINANCIAL STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: \_\_\_\_\_

1. Debtor(s) (Last Name, First and Address(es))  
 CUMMINGS MARTIN J.  
 CUMMINGS MARY L.  
 CLARK ROAD  
 JESSUP MD 20794

2. Secured Party(ies) Name(s) and Address(es)  
 VIRGINIA MOBILE HOMES, INC.  
 9720 LEE HWY.  
 FAIRFAX, VIRGINIA 22031

3.  The Debtor is a transmitting utility

4. Filing Office, Date, Time, No. Filing Office  
 RECORD FEE 12.00  
 #169620 CTTT R04 T15:31  
 07/06/88

5. This Financing Statement covers the following types (or items) of property:  
 1988 SCHULT HOMESTEAD 14 X 70  
 SERIAL # 18695ED AND INCLUDING ALL FURNITURE, FIXTURES,  
 APPLIANCES AND APPURTENANCES THEREIN AND THERETO;  
 INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
 INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.

6. Assignee(s) of Secured Party and Address(es)  
 GREEN TREE ACCEPTANCE INC.  
 2200 OPITZ BOULEVARD SUITE 245  
 WOODBRIDGE, VA 22194

7.  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The timber to be cut or minerals or the like (including oil and gas) is on \*  
 \*(Describe the Real Estate in Item 8)

8. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records. 9. Name of a Record Owner

No. & Street: \_\_\_\_\_ Town or City: \_\_\_\_\_ County: \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction, or  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s) or  
 Lessee(s) and Lessor(s)

CUMMINGS MARTIN J. CUMMINGS MARY L. VIRGINIA MOBILE HOMES, INC.

By *Martin J. Cummings* Signature(s) of Debtor(s) By *Hershel Martin - Per.* Signature(s) of Secured Party(ies)  
 (Required only if Item 10 is checked.)

(3/83) 123 STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 466

Page No. 269

Identification No. 249253

Dated October 6, 1983

1. Debtor(s) } Thomas E. Stuehler  
                  } Jeannette K. Stuehler  
                  } Name or Names—Print or Type  
                  } 3107 Erdman Avenue, Baltimore, Maryland 21213  
                  } Address—Street No., City - County State Zip Code

2. Secured Party } Maryland National Bank  
                  } Name or Names—Print or Type  
                  } 10 Light Street, Baltimore, Maryland 21202  
                  } Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

RECORD FEE 10.00

POSTAGE .50

4. Check Applicable Statement:

#305440 0345 R01 T10434

07/07/88

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

Dated: JUNE 17, 1988

Maryland National Bank

Name of Secured Party

Signature of Secured Party

PHILIP M HENDRIX  
Type or Print (Include Title if Company)

10

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE** 529 PAGE 176  
FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 256506 recorded in  
Liber: 484, Folio 515 on 4/26/85 at Anne Arundal County  
Date Location

1. DEBTOR(S):	Thomas E. & Jeannette Stuehler
Name(s)	T/A La Fontaine Bleu Catering
Address(es)	3107 Erdman Ave., Baltimore, MD. 21213
2. SECURED PARTY:	
Name	Maryland National Bank
Address	7474 Greenway Center Drive, Suite 1200 Greenbelt, Maryland 20770
Person and Address to whom Statement is to be returned if different from above.	Philip M. Hendrix
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)	
3. <input type="checkbox"/> CONTINUATION. The original Financing Statement referred to above is still effective.	
4. <input checked="" type="checkbox"/> TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.	
5. <input type="checkbox"/> ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.	
6. <input type="checkbox"/> AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)	
7. <input type="checkbox"/> RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.	
8.	

RECORD FEE 10.00  
POSTAGE .50  
#305430 C245 R01 T10433  
07/07/88

9. SIGNATURES.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY

Maryland National Bank  
By Philip M. Hendrix  
Philip M. Hendrix  
(Type, Name and Title)  
Assistant Vice President

DEBTOR(S)  
(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

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FINANCING STATEMENT  
Chattel

- 1.  To be Recorded in the Records of Anne Arundel County.
- 2.  To be Recorded among the Financing Statement Records of Howard County.
- 3.  Not subject to Recordation Tax. See Exhibit B.
- 4.  Subject to Recordation Tax.

5. Debtor Name and Address:  
  
 Thomas E. Stuehler  
 Jeannette K. Stuehler  
 t/a La Fontaine Bleu Catering  
 190 Penrod Court  
 Glen Burnie, MD 21061

6. Secured Party: Maryland National Bank  
 Attention: Philip Hendrix  
 Address: 7474 Greenway Center Drive  
 Suite 1200  
 Greenbelt, MD 20770

RECORD FEE 15.00  
 POSTAGE .50  
 #305420 0345 R01 T10133  
 CK 07/07/88

7. This Financing Statement covers the following property and all cash and non-cash proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) Inventory. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, all materials usable or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

(b) Accounts. All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

(c) Equipment. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions, and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Secured Party, and all proceeds thereof in any form whatsoever.

(d) Furniture and Fixtures. All of Debtor's furniture and fixtures (including all present and future additions, attachments, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Secured Party, and all proceeds thereof in any form whatsoever.

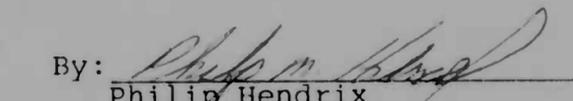
(e) Leasehold Improvements. All leasehold improvements now existing or hereinafter existing in any of the properties described in the Exhibit A attached hereto together with all leasehold improvements now or hereafter existing in other premises owned by the Debtor.

Debtor:

Secured Party:

MARYLAND NATIONAL BANK

  
 \_\_\_\_\_ (SEAL)  
 Thomas E. Stuehler

By:  (SEAL)  
 Philip Hendrix  
 Assistant Vice President

  
 \_\_\_\_\_ (SEAL)  
 Jeannette K. Stuehler

Please return to Maryland National Bank to the officer and at the address set forth in Paragraph 6 above.

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Exhibit A

1. Business Property

- a) 3120 Erdman Avenue, Baltimore, MD
- b) 3107 Erdman Avenue, Baltimore, MD
- c) 3407 Belair Road, Baltimore, MD
- d) 7514 Ritchie Highway, Glen Burnie, MD

2. Residence

a) 11205 Falls Road, Lutherville, MD. This property is securing payment under the Term Note and the Credit Note only up to a maximum amount of One Hundred Thousand Dollars (\$100,000.00).

10ajd1063.txt

## CERTIFICATION AS TO ALLOWANCE FOR MARYLAND DOCUMENTARY STAMPS

June 17, 1988

TO THE CLERK, CIRCUIT COURT FOR ANNE ARUNDEL COUNTY AND THE CLERK, BALTIMORE COUNTY, AND THE CLERK CIRCUIT COURT, BALTIMORE CITY:

With respect to a loan in the amount of \$850,000.00 to THOMAS E. STUEHLER and JEANNETTE K. STUEHLER by Maryland National Bank, and personal property (hereinafter sometimes called the "collateral") securing the loan, the undersigned hereby certifies that (a) the portion of the collateral located in Anne Arundel County has been valued at \$289,000.00 for the purpose of the loan; (b) the portion of the collateral located in Baltimore County has been valued at \$187,000.00 for the purpose of the loan; (c) the portion of the collateral located in Baltimore City has been valued at \$374,000.00 for the purpose of the loan; and (d) the value of each portion of the collateral and the percentage and amount of indebtedness (for which stamps are to be affixed) attributable to each such portion of the collateral is as follows:

<u>JURISDICTION</u>	<u>VALUE</u>	<u>PERCENTAGE OF CONSIDERATION</u>	<u>AMOUNT OF CONSIDERATION</u>	<u>RATE</u>	<u>RECORDATION TAX</u>
Anne Arundel Co.	289,000.00	34	289,000.00	x 7.00	2,023.00
Baltimore Co.	187,000.00	22	187,000.00	x 5.00	935.00
Baltimore City	374,000.00	44	374,000.00	x 5.50	2,057.00
TOTAL	\$850,000.00	100%	\$850,000.00		\$5,015.00

\_\_\_\_\_  
THOMAS E. STUEHLER, Individually  
and t/a La Fontaine Bleu Catering (SEAL)

\_\_\_\_\_  
JEANNETTE STUEHLER, Individually  
and t/a La Fontaine Blue Catering (SEAL)

STATE OF MARYLAND,  
COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of June, 1988, before me, a Notary Public, in and for the State aforesaid, personally appeared THOMAS E. STUEHLER and JEANNETTE STUEHLER, Individually and t/a La Fontaine Bleu Catering, known to me (or satisfactorily proven) to be the persons who executed the foregoing instrument for the purposes therein contained.

As Witness my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: 7/1/90

Not to be recorded  
in Land Records

273023

Not subject to  
Recordation Tax

FINANCING STATEMENT

1. Debtor:

The North Arundel Hospital Association, Inc. (the  
"Institution")

Address:

301 Hospital Drive  
Glen Burnie, Maryland 21061

RECORD FEE 11.00  
POSTAGE .50  
RECORDED NEXT 102 11:51  
07/07/88

2. Secured Party:

Maryland Health and Higher Educational  
Facilities Authority (the "Authority")

Address:

Suite 550  
One South Calvert Street  
Baltimore, Maryland 21202

OK

3. This Financing Statement covers all of the Institution's Receipts (hereinafter defined). The Institution has granted to the Authority a first lien and claim on and a security interest in the Receipts pursuant to the Master Loan Agreement dated as of June 9, 1988, by and between the Authority and the Institution (the "Loan Agreement"), in order to secure payment of the principal of, and redemption premiums, if any, and interest on the Authority's Revenue Bonds, North Arundel Hospital Issue, Series 1988, issued pursuant to the North Arundel Hospital Bond Resolution adopted by the Authority and effective on June 9, 1988 (the "Resolution"), any other Parity Debt (as defined in the Resolution) issued from time to time in accordance with the Resolution.

"Receipts," as defined in the Loan Agreement, consist of all receipts, revenues, rentals, income, insurance proceeds and other moneys received by or on behalf of any Obligated

11 30



Group Member (as defined in the Loan Agreement), including (without limitation) revenues derived from (i) the ownership, operation or leasing of any Group Facilities (as defined in the Loan Agreement) and all rights to receive the same, whether in the form of accounts receivable, contract rights, general intangibles or other rights, and the proceeds of such rights, whether now existing or hereafter coming into existence or whether now owned or held or hereafter acquired, and (ii) gifts, grants, bequests, donations and contributions heretofore or hereafter made that are legally available to meet any of the obligations of any Obligated Group Member incurred in the financing, operation, maintenance or repair of any of the Group Facilities.

[The filing of this Financing Statement shall not constitute a waiver by the Authority of the provisions of Section 14 of Article 43C of the Annotated Code of Maryland (1986 Replacement Volume and 1987 Supplement) and the provisions of such Section shall continue to be fully operative hereunder.]

4. Proceeds of collateral are covered hereunder.

Debtor:

The North Arundel Hospital Association, Inc.

By: Alfred J. Bryan, Jr.

Alfred J. Bryan, Jr.  
Executive Director

To the Filing Officer: After this statement has been recorded, please mail the same to: Catherine M. Salamone, Legal Assistant, Piper & Marbury, at 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

Not to be recorded  
in Land Records

270000

Not subject to  
Recordation Tax

FINANCING STATEMENT

1. Name of Debtor:

The North Arundel Hospital Association, Inc. (the  
"Institution")

Address:

301 Hospital Drive  
Glen Burnie, Maryland 21061

RECORD FEE 45.00  
POSTAGE .50  
RECORD COST INC 11.52  
07/07/88  
CK

2. Name of Secured Party:

Maryland Health and Higher Educational  
Facilities Authority (the "Authority")

Address:

Suite 550  
One South Calvert Street  
Baltimore, Maryland 21202

3. This Financing Statement is filed for the purpose of providing notice of the Authority's security interest in all equipment and personal property on those premises mortgaged to the Authority by the Institution by a Mortgage made as of June 9, 1988 (the "Mortgage"), and recorded among the Land Records of Anne Arundel County, Maryland, such equipment and personal property being described on Exhibit A to this Financing Statement and located on the real estate described in the Mortgage and also described on Exhibit B to this Financing Statement. The Mortgage constitutes and is a security agreement and financing statement. This Financing Statement is filed further to publish and perfect the security interest created by the Mortgage.

The Authority's security interest in such equipment and personal property is for the purpose of securing, in part, the payment of the principal of and redemption premiums, if any, and interest on the Authority's Revenue Bonds, North Arundel Hospital Issue, Series 1988, issued pursuant to the

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North Arundel Hospital Bond Resolution adopted by the Authority and effective on June 9, 1988, any Parity Debt (as defined in the Resolution) issued from time to time in accordance with the Resolution.

[The filing of this Financing Statement shall not constitute a waiver by the Authority of the provisions of Section 14 of Article 43C of the Annotated Code of Maryland (1986 Replacement Volume and 1987 Supplement), and the provisions of such Section shall continue to be fully operative hereunder.]

4. Proceeds of the collateral are also covered.

Debtor:

The North Arundel Hospital Association, Inc.

By: 

Alfred J. Bryan, Jr.  
Executive Director

To the Filing Officer: After this statement has been recorded, please mail the same to: Catherine M. Salamone, Legal Assistant, Piper & Marbury, at 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

EXHIBIT A  
to Financing StatementEQUIPMENT AND PERSONAL PROPERTY

All fixtures, equipment, machinery, apparatus, fittings, appliances, building materials and other articles of personal property of every kind and nature whatsoever, whether now owned or hereafter acquired by the Institution that are now or hereafter located at, attached to, placed upon, or used in connection with the property or improvements described in clause (a) of the Granting Clauses of the Mortgage, including (without limitation) all heating, lighting, incineration, plumbing, lifting, cleaning, fire-extinguishing, refrigerating, ventilating, communications, air-conditioning and power equipment, all gas, water and electrical equipment, all pipes, tanks, motors, conduits, switchboards, elevators, escalators, shades, awnings, floor coverings, screens, ranges, refrigerators, dishwashers, washers, dryers, cabinets, partitions, ducts, compressors, landscaping, security systems, beds, furniture, furnishings, laboratory equipment, medical equipment, dispensary equipment, scientific equipment, inside rolling equipment and other equipment of any kind, so located, attached, placed or used and all leasehold interests of the Institution in any of the foregoing property or in any real property, together with all additions thereto and replacements thereof, and, in addition, all fixtures, equipment and other personal property now or hereafter ordered for eventual delivery to, or use in connection with, the property described in clause (a) of the Granting Clauses of the Mortgage, whether or not delivered thereto, all of which shall be deemed to be fixtures and part of the land, but whether or not of the nature of fixtures, shall constitute part of the security under the Mortgage.

BOOK 529 PAGE 185

DESCRIPTION OF REAL PROPERTY

BEGINNING at an iron pipe found, said iron pipe being at the beginning of the seventeenth or North 41 degrees 27 minutes 30 seconds West 500.58 feet line which by Deed dated December 23, 1958 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1265 at Folio 121 was conveyed by Mary A. Wimmer, widow, to The Northern Arundel Hospital Association, Inc., said iron pipe also being identified as point 36, as shown on the Plat of Section 2-A, THE HIGHLANDS APARTMENTS and recorded among said Land Records in Plat Book 38 at Page 1, thence running reversely and binding on part of the South 41 degrees 40 minutes 46 seconds East 452.89 feet line of said Plat and also running and binding on part of said seventeenth line with Meridian referred to Maryland State Grid North as based on Anne Arundel County, Maryland monuments 60 and 60AZ.

(1) North 41 degrees 41 minutes 24 seconds West 268.52 feet to a point, said point being distant South 41 degrees 41 minutes 24 seconds East 231.77 feet from a stone found, said point also being North 78 degrees 21 minutes 24 seconds East 0.46 feet from an iron pipe found, said point also being at the end of the fourth or South 0 degrees 31 minutes East 535.08 feet line which by Deed

dated April 20, 1966 and recorded among aforesaid Land Records in Liber 1989 at Folio 507 was conveyed by North Arundel Hospital Associates, Inc., to Medical Properties, Inc., thence, leaving aforesaid seventeenth line and also leaving aforesaid Plat of THE HIGHLANDS APARTMENTS, and running reversely and binding on said fourth line and also running reversely and binding on part of the third or South 65 degrees 58 minutes East 24.18 feet line of said conveyance to Medical Properties, Inc., the following two (2) courses and distance, viz:

(2) North 0 degrees 44 minutes 54 seconds West 535.08 feet, thence

(3) North 59 degrees 59 minutes 49 seconds West 21.79 feet to a point on the southerly right of the extension of Maryland Route 177 as shown on the State Roads Commission of Maryland Plat No. 25644, thence leaving aforesaid conveyance to Medical Properties, Inc., and running and binding on said Plat No. 25644 the following nine (9) courses and distances, viz:

(4) South 68 degrees 22 minutes 30 seconds East 55.08 feet, thence

(5) South 57 degrees 35 minutes 53 seconds East 10.34 feet, thence

(6) South 68 degrees 53 minutes 57 seconds East 45.43 feet, thence

(7) South 33 degrees 38 minutes 55 seconds East 1.49 feet. thence

(8) South 70 degrees 16 minutes 23 seconds East 54.46 feet, thence

(9) South 70 degrees 52 minutes 56 seconds East 55.84 feet,

(10) South 69 degrees 23 minutes 32 seconds East 56.52 feet,  
thence

(11) South 68 degrees 58 minutes 16 seconds East 57.19 feet,  
thence

(12) South 72 degrees 57 minutes 32 seconds East 51.70 feet to a point on the southerly right-of-way line of Oakwood Road Extended, which by Deed dated March 23, 1977 and recorded among aforesaid Land Records in Liber 2968 at Folio 71 was conveyed by North Arundel Hospital Ass'n, Inc., Et.Al to Anne Arundel County, Maryland, thence running and binding on said southerly right-of-way line

(13) South 68 degrees 01 minutes 45 seconds East 351.38 feet to a point on the third or South 07 degrees 46 minutes 30 seconds West 100.19 feet line which by Deed dated November 22, 1967 and recorded among aforesaid Land Records in Liber 2126 at Folio 69 was conveyed by Kasten Construction Company, Inc., to North Arundel Hospital Association, Inc., said point being 22.79 feet in a northerly direction from the end of said third line, thence running and binding on part of said third line

(14) South 0 degrees 17 minutes 51 seconds West 22.79 to a point at the end of aforesaid third line, said point being at the beginning of the fourth or South 46 degrees 58 minutes West 24.75 feet line of aforesaid conveyance from Mary A. Wimmer, widow, to The Northern Arundel Hospital Association, Inc., thence running and binding on the fourth through the sixteenth lines as said conveyance to The Northern Arundel Hospital Association, Inc. as now surveyed, the following thirteen courses and distances, viz:

(15) South 46 degrees 52 minutes 50 seconds West 24.75 feet,

thence running reversely and binding, in part, with the third or North 27 degrees 46 minutes 05 seconds West 266.68 feet line which by Deed dated November 2, 1976 and recorded among aforesaid Land Records in Liber 2913 at Folio 276 was conveyed by Melvin J. Wengert, Sr. to North Arundel Hospital Association, Inc.

(16) South 27 degrees 42 minutes 10 seconds East 313.50 feet to the end of aforesaid 266.68 feet line, thence running reversely and binding on the second or North 68 degrees 31 minutes 05 seconds West 165.00 feet line of aforesaid conveyance to North Arundel Hospital Association, Inc.

(17) South 68 degrees 27 minutes 10 seconds East 165.00 feet, thence running reversely and binding on the first or North 76 degrees 59 minutes 51 seconds West 317.53 feet line of aforesaid conveyance to North Arundel Hospital Association, Inc.

(18) South 76 degrees 55 minutes 56 seconds East 317.52 feet to an iron pipe found, said iron pipe being at the end of the fourth or North 37 degrees 21 minutes 04 seconds West 328.00 feet line which by Deed dated September 19, 1985 and recorded among aforesaid Land Records in Liber 3954 at Folio 848 was conveyed by Labyrinth Realty, Inc. ET AL to North Arundel Hospital, thence leaving aforesaid conveyance to North Arundel Hospital Association, Inc. and running reversely and binding on said fourth line

(19) South 37 degrees 20 minutes 34 seconds East 328.03 feet to an iron pipe found, thence running reversely and binding in part, with the third or North 19 degrees 42 minutes 26 seconds East 525.63 feet line of aforesaid conveyance to North Arundel Hospital and also running reversely and binding, in part, with the North

19 degrees 40 minutes 37 seconds East 2.03 feet line of the Plat of, Section 2B Amended, THE HIGHLANDS APARTMENTS, and recorded among aforesaid Land Records in Plat Book 41 at Page 38

(20) South 19 degrees 39 minutes 39 seconds West 527.58 feet, passing in transit an iron pipe found at 525.55, thence running and binding on the northerly lines of aforesaid Section 2-B Amended, THE HIGHLANDS APARTMENTS and also running and binding on the northerly lines of aforesaid Section 2-A, THE HIGHLANDS APARTMENTS, the following seven (7) courses and distances, viz:

(21) South 63 degrees 53 minutes 29 seconds West 181.64 feet, thence

(22) North 28 degrees 21 minutes 31 seconds West 477.87 feet to an iron pipe found, thence

(23) North 73 degrees 55 minutes 14 seconds West 198.01 feet to an iron pipe found, thence

(24) North 59 degrees 24 minutes 43 seconds West 329.90 feet to an iron pipe found, thence

(25) South 57 degrees 14 minutes 48 seconds West 115.41 feet to an iron pipe found, thence

(26) North 58 degrees 21 minutes 08 seconds West 131.74 feet to an iron pipe found, thence

(27) North 08 degrees 06 minutes 54 seconds West 159.56 feet to the place of beginning

CONTAINING 22.299 acres of land.

BEING a part of the Lands which by Deed dated December 23, 1958 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1265 at Folio 121 was conveyed by Mary A. Wimmer, widow, to The Northern Arundel Hospital Association, Inc.,

a body corporate of the State of Maryland.

ALSO being a part of the Lands which by Deed dated November 22, 1967 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2126 at Folio 69 was conveyed by Kasten Construction Company, Inc., to North Arundel Hospital Ass'n, Inc.

SUBJECT to an Easement which by Instrument dated November 30, 1962 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1622 at Folio 7 was conveyed by The Northern Arundel Hospital Association, Inc., ET.AL, to Anne Arundel County Sanitary Commission, as shown on the plat entitled, (Boundary Plat, Property of "NORTH ARUNDEL HOSPITAL", Hospital Drive, Glen Burnie, Maryland, Tax Map 15, Block 12, Parcels: 925, 924, 642, Third Election District, Anne Arundel County, Maryland, Scale 1"=100, June, 1988), prepared by John E. Harms, Jr., and Associates, #01-88-016A and hereby made a part of this description.

ALSO subject to right and conditions granted in an Instrument dated April 10, 1963 and recorded among aforesaid Land Records in Liber 1652 at Folio 334 was conveyed by The North Arundel Hospital Association, Inc. to Baltimore Gas and Electric Company, as shown on aforesaid Boundary Plat.

ALSO subject to an Easement and Agreement which by Deed dated March 11, 1966 and recorded among aforesaid Land Records in Liber 2029 at Folio 135 was conveyed by The North Arundel Hospital Association, Inc., Arundel Federal Savings and Loan Association of Baltimore City to Anne Arundel County, Maryland, as shown on aforesaid Boundary Plat.

ALSO subject to an Easement and Agreement which by Deed dated May 22, 1968 and recorded among aforesaid Land Records in Liber 2173 at Folio 341 was conveyed by The North Arundel Hospital Association, Inc. to North Arundel Properties, Inc., as shown on aforesaid Boundary Plat.

ALSO subject to an Easment which by Deed dated July 18, 1963 and recorded among aforesaid Land Records in Liber 1675 at Folio 126 was conveyed by The Northern Arundel Hospital Association, Inc. to The State of Maryland to the use of The State Roads Commission of Maryland, as shown on aforesaid Boundary Plat.

ALSO subject to an Easement which by Right-Of-Way Agreement dated April, 1973 and recorded among aforesaid Land Records in Liber 2580 at Folio 882 was conveyed by North Arundel Hospital Assoc., Inc., and North Arundel Properties, Inc., to Baltimore Gas and Electric Company, as shown on aforesaid Boundary Plat.

ALSO subject to Easements which by Deed dated March 23, 1977 and recorded among aforesaid Land Records in Liber 2968 at Folio 71 was conveyed by North Arundel Hospital Association, Inc., ET Al, to Anne Arundel County, Maryland, as shown on aforesaid Boundary Plat.

ALSO subject to an Easement which by Right-Of-Way Agreement dated June, 1978 and recorded among aforesaid Land Records in Liber 3116 at Folio 86 was conveyed by The Northern Arundel Hospital Association, Inc., to Baltimore Gas and Electric Company, as shown on aforesaid Boundary Plat.

ALSO subject to two (2) Right-Of-Way which by Mortgage dated February 23, 1972 and recorded among aforesaid Land Records in Liber 2470 at Folio 30 was conveyed by and between North Arundel

Hospital Association, Inc., and Arundel Federal Savings and Loan Association of Baltimore City, ET AL, as shown on aforesaid Boundary Plat.

This description was made in accordance with a survey prepared by John E. Harms, Jr. dated June 23, 1988.

TOGETHER WITH a 15 foot wide drainage easement under or over lands owned by Medical Properties, Inc., or its successors and assigns as granted and described in a Deed of Easement dated April 7, 1972 and recorded April 10, 1972 in Liber No. 2480, folio 237.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272030

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Edward T. Smith & Sons, Inc.  
Address 769 S. Mesa Road Millersville, MD 21108

2. SECURED PARTY

Name Beltway International Trucks, Inc.  
Address 1800 Sulphur Spring Road Baltimore, MD 21227

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

First Interstate Credit Alliance, Inc  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, Maryland 21061

RECORD FEE 17.00  
POSTAGE CK .50  
#170050 CTTT R04 T11-07  
01/07/08

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Edward T. Smith & Sons, Inc.

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

\_\_\_\_\_  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line  
KIMMEL, ADMIN. V.P.

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: Edward T. Smith & Sons, Inc.
1800 Sulphur Spring Road Baltimore, MD 21227 769 S. Mesa Road Millersville, MD 21108

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1989 Navistar Model 1954 Cab & Chassis S/N INTLDTVN3KH637057

(1) TIME SALES PRICE ..... \$ 41,071.52
(2) Less DOWN PAYMENT IN CASH ..... \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 3,500.00
(4) CONTRACT PRICE (Time Balance) ..... \$ 37,571.52

Whenever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 769 S. Mesa Road Millersville, MD 21108

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty seven thousand five hundred seventy one and 52/100\*\*\*\*\* Dollars (\$ 37,571.52 )

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of August, 19 88, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 782.74 and the final installment being in the amount of \$ 782.74

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisalment and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: June 30, 19 88

Accepted Beltway International Trucks, Inc(SEAL) (Print Name of Seller Here)

Edward T. Smith & Sons, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

By: Edward T. Smith, V-Pres. (SEAL) (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller  
 By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)

FOP VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and or warranty hereinafter set forth, the annexed conditional sale contract and or lease and or chattel mortgage (herein called "contract") dated June 30, 1988 between Beltway International Trucks, Inc. as Seller-Lessor Mortgagee and Edward T. Smith & Sons, Inc. 769 S. Mesa Road Millersville, MD 21108 (Name) (Address)

as Buyer-Lessee Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and or first lien on the Property and we subordinate to FICAI all liens and or encumbrances (statutory and or otherwise) which we may acquire and or assert against the Property; that FICAI may in our name endorse any notes and or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 37,571.52

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30 day of June, 1988

Beltway International Trucks, Inc. (Seal)  
(Seller-Lessor Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270001

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DavCo Food, Inc.  
Address 1657 Crofton Blvd., Crofton MD 21114

2. SECURED PARTY

Name The CIT Group/Equipment Financing, Inc.  
Address 1400 Renaissance Drive, Suite 400  
Park Ridge, Illinois 60068

RECORD FEE 11.00  
M170060 CTTT R04 111108  
07/07/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
The property described in Exhibit A attached hereto and made a part hereof, and all accessions, additions and attachments thereto, and replacements and substitutions therefor, and all proceeds (including proceeds of insurance) of any of the foregoing. Debtor has no power to sell, transfer or otherwise dispose of said property.

File with: Clerk of the Circuit Court of Anne Arundel County.

6004-00102

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Recordation tax was paid to the State Department of Assessments and Taxation

[Signature]  
(Signature of Debtor)

DavCo Food, Inc.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

The CIT Group/Equipment Financing, Inc.  
(Signature of Secured Party)

[Signature]  
Type or Print Above Signature on Above Line

B 1102

EXHIBIT A

Exhibit A attached to and forming a part of the UCC-Financing Statement between DavCo Food, Inc., Debtor, and The CIT Group/Equipment Financing, Inc., Secured Party.

All of Debtor's right, title and interest in and to the following:

1) that certain lease between Patricia McClaine Martin and Joan McClaine May (as landlord) and Debtor (as tenant) dated as of December 26, 1984, relating to 2038 Wilson Blvd., Arlington, Virginia;

2) that certain lease between Joseph J. Mathy, Jr. and Garland M. Cantone (as lessor) and Debtor (as tenant) dated as of July 19, 1985 relating to 10501 Main Street., Fairfax, Virginia;

3) that certain lease between First Sully Plaza Limited Partnership (as landlord) and Debtor (as tenant) dated April 29, 1985 relating to 13902 Lee Jackson Memorial Highway, Chantilly, Virginia;

4) all assignee and subtenant contracts or leases and all rents and profits related thereto; and

5) any and all items of equipment, furniture, furnishings and all other personal property of whatever nature including kitchen utensils, serving equipment, refrigeration equipment and electronic registers now or at anytime hereafter acquired located at:

8010 Sudley Road  
Manassas, VA ~~24501~~ 22110

8700 Richmond Highway  
Alexandria, VA 22309

2301 B&V Streets, N.E.  
Washington, D.C. 20018

6823 New Hampshire Avenue  
Takoma Park, MD 20912



Check of the Clerk of the Court  
for the State of Maryland  
August 1983

BOOK 529 PAGE 200

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247887, RECORDED IN LIBER 463 FOLIO 173 ON June 24, 1983 (DATE).

2. Name and address of Debtor(s)  Robert Ude Empire Medical Bldg. Suite 407 250 Hospital Drive Glen Burnie, Maryland 21061	3. Name and address of Secured Party  A.J. Buck & Son, Inc. 10543 York Road Cockeysville, Maryland 21030
--	--

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. at

5. Maturity date of obligation (if any):

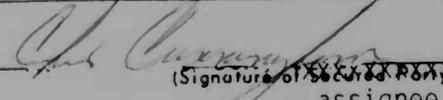
6. CHECK  FORM OF STATEMENT

- A.  CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B.  PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C.  ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D.  TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E.  OTHER - \_\_\_\_\_ (State whether amendment, etc.)

RECORD FEE 10.00  
POSTAGE .50  
#170120 CITY FOR TITLE  
07/07/83

7. Name and Address of Assignee: C.I.T. Corporation  
1301 York Road  
Lutherville, Maryland 21093

8. Description of Collateral:  
  
See Schedule A Attached

Dated \_\_\_\_\_  
  
(Signature of Secured Party)  
assignee  
C.I.T. Corporation  
(Type or Print Name of Secured Party on Above Line)

15.50

STATE OF MARYLAND  
 FINANCING STATEMENT FORM 529 PAGE 201

273631

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated June 29, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Norma Jean Bayly <sup>T/A</sup> Beetle Bayly Septic Service  
 Address 850 Evergreen Road, Severn, MD 21144

2. SECURED PARTY

Name Tucker Equipment Company  
 Address P.O. Box 340, Aberdeen, MD 21001

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One CASE 580K Loader/Extendahoe  
 S/N 17423996

Name and address of Assignee	
RECORD FEE	15.00
POSTAGE	.50
#170150 6777 RD4 21114	
	07/07/88

CK

CHECK  THE LINES WHICH APPLY

5.  (if collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)  
 J. I. CASE CREDIT CORP.  
 5790 Widewaters Parkway  
 Syracuse, N.Y. 13214

(Signature of Debtor)

Norma Jean Bayly

Type or Print Above Name on Above Line

*Norma Jean Bayly*  
 (Signature of Debtor)

Type or Print Above Signature on Above Line

*Barclay D. Tucker*  
 (Signature of Secured Party)

Barclay D. Tucker II

Type or Print Above Signature on Above Line

1230

STATE OF MARYLAND

BOOK 529 PAGE 202

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 27/598

RECORDED IN LIBER 523 FOLIO 42 ON 2-8-88 (DATE)

1. DEBTOR

Name MICHAELSON, KRAUSE, FERRIS & NEWELL PA  
Address 215 MAIN ST, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name AT&T  
Address 123 MARKET PL - 7TH FLR  
BALTO., MD 21202

RECORD FEE 10.00  
POSTAGE .50  
#170160 DTTT 204 111:15  
07/07/08

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION   
(Indicate whether amendment, termination, etc.)

Dated 6/28/88

*Denise St. John*  
(Signature of Secured Party)

DENISE ST. JOHN  
Type or Print Above Name on Above Line

1030

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Dental Crafters, Inc.</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<small>(Name)</small>	<u>Attn Peggy A. Hall</u>
<u>360 Ritchie Highway</u>	<small>(Name of Loan Officer)</small>
<small>(Address)</small>	<u>18 West Street</u>
<u>Severna Park, Maryland 21146</u>	<small>(Address)</small>
	<u>Annapolis, Maryland 21401</u>

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

RECORD FEE 11.00  
 POSTAGE .50  
 #170120 CITY MD# 111117  
 07/07/88

INVENTORY

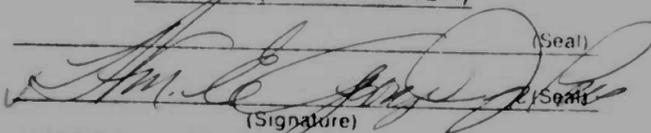
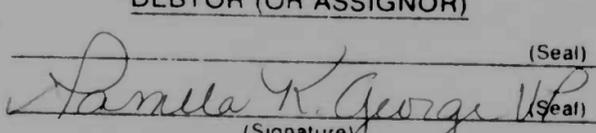
Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory. (3) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral. CK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor \_\_\_\_\_

3  Products of the collateral are also specifically covered

4 Mr. Clerk Mail instrument to Secured Party named above or Assignee, if any, at the address stated

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
 (Seal)	 (Seal)
<small>(Signature)</small>	<small>(Signature)</small>
<u>William E. George, Jr., Pres.</u>	<u>Pamela K. George, Vice Pres.</u>
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

1150

273073

BOOK 529 PAGE 204

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Dental Crafters, Inc

(Name)

360 Ritchie Highway

(Address)

Severna Park, Maryland 21146

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Peggy A. Hall

(Name of Loan Officer)

18 West Street

(Address)

Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

[Signature] (Seal)

(Signature)

William E. George, Jr., Pres.  
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

[Signature] (Seal)

(Signature)

Pamela K. George, Vice Pres.  
(Print or Type Name)

115

273803

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Glen Burnie Animal Hospital, Inc. 408 Crain Hwy N.W. Glen Burnie, MD 21061	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>GLORIA BOLTON</u> <hr/> <p style="text-align: center;">Return to Secured Party</p>
--	---

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of veterinarians (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:  
( see attached "Exhibit A" )

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other

RECORD FEE 11.00  
RECORD TAX 182.00  
POSTAGE .50

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 26,000.00

APPROVED BY NOTARY PUBLIC  
07/07/88

CK

DEBTOR:

SECURED PARTY:

Glen Burnie Animal Hospital, Inc.  
(Type Name)

SIGNET BANK/MARYLAND

By: Howard G Fader  
Howard G. Fader, President

By: Ross L. Brown  
Ross L. Brown, AVP

By: \_\_\_\_\_

(Type Name)  
JUNE 20, 19 88  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

11-182-50

"Exhibit A" 529 PAGE 206

QUANTITY	CAT. NO.		
1	6062-325US	Generator - Uni-Matic 325 with SCR (Model #3487/3550, 300 mA @ 125 kVp.) Tube - Universal 51/81, Model #UX51H/41H, (or equivalent) 140,000 H.U., 1.0 & 2.0 mm. Cables - Model #3375-13, 2 each, 13' long. Integrated Stationary Table/Tubestand - Model #6062 N/C, 57" stationary table with one piece molded plastic top, integrated floating tubestand, with manual locks and prealigned arm. Includes 17 x 17" lead lined grid cabinet, synchronized tubestand grid cabinet motion, 12:1 ratio, 103 line grid, non-size sensing tray and footswitch. Collimator - Non-Certified Manual Collimator	
		List Price	\$13,050.00
		Discount	- 3,915.00
			<u>\$9,135.00</u>
		APP 14XL Automatic cold water processor	4,200.00
			<u>\$13,335.00</u>
1	841	Economy file cabinet	n/c
1	188	Spot Light	n/c
		Tax	666.75
		Freight	<u>350.00</u>
			<u>\$14,351.75</u>

Cenre Arundel County  
Original sent to SDAT

529 PAGE 207

FINANCING STATEMENT

File No. 270810

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Nyquist Inc. (formerly Nyquist Paints, Inc.) 900 W. 34 Street Baltimore, MD 21211  *Other location: 8488 Walker Mill Rd. Capital Heights, MD 22743	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: <u>Commercial Loan Tolson</u>  Return to Secured Party
--	---

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of wholesaler auto paints (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 260,000.00

DEBTOR:  
Nyquist Inc. (formerly  
Nyquist Paints, Inc.)  
(Type Name)  
By: [Signature]  
George Nyquist, Jr.  
By: \_\_\_\_\_

SECURED PARTY:  
SIGNET BANK/MARYLAND  
By: [Signature]  
F. J. Duchacek  
(Type Name)  
6/15 1988  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

\* Also: 512 N. Crain Highway, Bldg. 10, Glen Burnie, MD 21061

\*\* Equipment valued at \$50,000 & subject to tax on that amount only.

\*\*\* Financing statements filed in more than one County, therefore, taxes were paid to State \$ 177.00 7-1-88

RECORD FEE 10.00  
POSTAGE .50  
TOTAL 10.50  
07/07/88  
CK

A. R. Co.

As:

BOOK 529 PAGE 208

FINANCING STATEMENT

File No. 270821

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Lyndell K. Schwartz, D.D.S. 95 Aquahart Road Baltimore, Maryland 21061</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Mary Stafford, AVP</p> <hr/> <p>Return to Secured Party</p>
---	---

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Dental Practice (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 20,000.00

RECORD FEE 11.00  
RECORD TAX 140.00  
POSTAGE .50  
#17230 CT77 R04 T11-31  
CK 07/07/88

DEBTOR:  
  
Lyndell K. Schwartz, D.D.S.  
(Type Name)

By: X Lyndell K. Schwartz

By: \_\_\_\_\_

SECURED PARTY  
SIGNET BANK/MARYLAND

By: [Signature]

Michael L. Goldstein - Vice President  
(Type Name)

June 30th 19 88  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

12  
140  
50

A.A. 10.50

BOOK 529 PAGE 209

### Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 259927 recorded in Liber 493, Folio 444 on January 9, 1986 (date).

1. DEBTOR(S):

Name(s): Waters Insulation, Inc.  
Address(es): 4700 Belle Grove Road #18  
Baltimore, Maryland 21225

2. SECURED PARTY:

Name: Equitable Bank, National Association  
Address: 100 S. Charles St,  
Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

RECORD FEE 10.00  
POSTAGE .50

#305580 0845 R01 T13:54

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

07/07/88

*RHM*

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Add the following property to read as follows:

A. INVENTORY. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted together with all cash and non-cash proceeds and products thereof.

9. DEBTOR: Waters Insulation, Inc.

BY: *J. Stephen Waters*  
J. Stephen Waters, President

SECURED PARTY:

EQUITABLE BANK, National Association

By *Denise Kerley*  
Denise Kerley  
Assistant Vice President

(Type Name and Title)

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: July 8, 1988

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S): Severna Park Physical Therapy, Inc.

ADDRESS: 844 Ritchie Highway  
Suite 204  
Severna Park, MD 21146

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Blanket Lien:  
Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00  
POSTAGE .50  
#170930 0777 004 714425  
07/11/88

CK

DEBTOR(S):

SECURED PARTY:

Severna Park Physical Therapy, Inc.  
(Company Name)

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Renee Van Wie

Renee Van Wie

BY: Robert E. Mann  
(Authorized Signature)

BY: \_\_\_\_\_

Robert E. Mann Commercial Loan Officer  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

1180

273815

FINANCING STATEMENT

XXX subject to recordation tax  
Loan Amt. \$3,500.00  
Filing Fees: \$36.00  
A.A. Co. Circuit Court

1 Name of Debtor: John T. Taylor  
Address: 215 Warfield Road  
Glen Burnie, Md. 21061

2 Name of Secured Party: Annapolis Banking & Trust Co.  
Address: P.O. Box 311  
Annapolis, Md. 21404

3 Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

RECORD FEE 11.00  
RECORD TAX 24.50  
POSTAGE .50

4 This Financing Statement covers the following types (or items) of property:

#305780 0345 R01 T14#44

1 John Deere Model #265 Tractor  
Ser. # M00265A476395

07/07/88

5 (If collateral is goods which are or are to become fixtures—describe real estate, include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

CK

The above-described goods are affixed or to be affixed to:

Debtor's

Secured Party:

*John T. Taylor*  
John T. Taylor

Annapolis Banking & Trust Co.  
(Type Name of Dealership)

*Karen Q. Trettin*  
By: Karen Q. Trettin  
(Authorized Signature)

Karen Q. Trettin/Sr. Branch Officer  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3 above.)

2950

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>1 Debtor(s) (Last Name First) and address(es)</p> <p>Forman &amp; Steinhardt, P.A. 7709 Quarterfield Road Glen Burnie, Maryland 21061</p>	<p>2 Secured Party(ies) and address(es)</p> <p>First Federal Savings and Loan Association of Annapolis 2024 West Street Annapolis, Maryland 21401</p>	<p>3. Maturity date (if any):</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4 This financing statement covers the following types (or items) of property:</p> <p>Columbia Data Products Computer, 128K Ram, Two 320K CRT Controller AMDEK Amber Monochrome Monitor Key Tronic Keyboard Transtar 130 Letter Quality Printer</p> <p>Book 475 Page 497</p>		<p>5. Assignee(s) of Secured Party and Address(es)</p> <p>RECORD FEE 12.00 POSTAGE .50 #170000 CTTT R04 7.15 CK 07/07/00</p>
<p>This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:</p>		<p>Filed with:</p>
<p>Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:</p>		
<p>TERMINATION STATEMENT. This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>		
<p>Date <u>June 14</u> 19 <u>88</u></p>	<p>By: <u>[Signature]</u> (Signature of Secured Party or Assignee of record. Not Valid Until Signed.)</p>	
<p>(3) Filing Officer Copy-Acknowledgement Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement. (For Use in Most States)</p>		

STATE OF MARYLAND

273047

FINANCING STATEMENT <sup>329</sup> <sub>UCC-1</sub> <sup>213</sup> <sub>PAID</sub>

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

NOT SUBJECT TO RECORDATION TAX

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Plumb Gold  
Address Annapolis Mall, Annapolis, Maryland

2. SECURED PARTY

Name First Valley Bank, Attn: James F. Deutsch, Vice President  
Address One Bethlehem Plaza, Bethlehem, PA 18018  
Lisa A. Chaykowski, 1401 Walnut Street, 8th Floor, Phila., PA 19102  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof.

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 13.00  
POSTAGE .50  
#140590 0040 R03 111:27  
07/07/88

CK

13.00  
50

By: Richard H. Penske  
(Signature of Debtor)

Richard H. Penske, President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

13.50

FIRST VALLEY BANK

By: James F. Deutsch VP  
(Signature of Secured Party)

James F. Deutsch, Vice President  
Type or Print Above Signature on Above Line

EXHIBIT A

All of the following, wherever located, whether now owned or hereafter acquired, together with all replacements therefor, proceeds (including, but without limitation, insurance proceeds) and products thereof;

(A) All cash of the Debtor and all property of Debtor which at any time Secured Party shall have in its possession, or which is in transit to it;

(B) ACCOUNTS - All Accounts, accounts receivable, contract rights, chattel paper, instruments, notes, bills, acceptances, general intangibles and other forms of obligations relating to accounts, together with any property evidencing or relating to accounts, including without limitation, all books, records, invoices, magnetic tapes, processing software, processing contracts (such as contracts for computer time and services) together with proceeds of any of the foregoing, including returned or reclaimed inventory;

(C) INVENTORY - All Inventory, of every nature, kind and description wherever located including without limitation, raw materials, goods, work in process and finished goods and all goods returned or reclaimed from customers, together with general intangibles, and all proceeds of any of the foregoing;

(D) EQUIPMENT - All Equipment, whether or not affixed to realty, including without limitation, trucks, trailers, handling and delivery equipment, fixtures, office machines and furniture, together with all proceeds, accessions, replacements and rights of the Debtor under any manufacturer's warranties relating to the foregoing;

(E) CHATTEL PAPER - All Chattel Paper, as that term is defined in the Uniform Commercial Code, whether presently owned or hereafter acquired, together with all proceeds;

(F) GENERAL INTANGIBLES - All General Intangibles, including without limitation, all choses in action, causes in action, designs, plans, goodwill, tax refunds, licenses, franchises, trademarks, trade names, service marks, copyrights and patents, and all rights under license agreements for use of the same;

(G) INSTRUMENTS - All Instruments;

(H) DOCUMENTS - All Documents;

(I) The Pledged Stock;

(J) LEASES - Debtor's rights in and to any and all leases including but not limited to leases for kiosks and other places where Debtor does business;

(K) FIXTURES - All Fixtures.

Together with all replacements and substitutions of all or any of the foregoing property described in subparagraphs (A) through (K); all accessions, accessories, parts and goods appurtenant to the property described; all patents, processes, trade names, trade marks, copyrights, licenses now or hereafter related thereto, arising therefrom, used in connection therewith, or related to the possession, use, manufacture, processing, advertisement, sale, consignment, lease, other disposition or operation thereof; all of Debtor's rights in consignment agreements, sale agreements, lease agreements, rental agreements and other agreements arising out of or relating to Debtor's lease, sale, rental, consignment or other disposition of the said property or any portion thereof; all Records pertaining to any of the foregoing; together with all rights of payment or other rights of Debtor arising out of, related to, or in connection with any of the foregoing.

273613

BOOK 529 PAGE 216

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
Swinburne, Stephen D.  
710 Americana Dr., #52  
Annapolis, Md. 21403

2. Secured Party(ies) and address(es)  
Riggs National Bank of Wash DC  
1120 Vermont Ave., NW  
Washington DC 20005

For Filing Officer (Date, Time, Number, and Filing Office)  
RECORD FEE 11.00  
POSTAGE .50  
#140610 0040 R03 711436  
07/07/88

CK

4. This financing statement covers the following types (or items) of property:

1973 Trojan 31', HIN#TRJ3217-0073-312, MD 5550-J  
Twin 225hp Chrysler engines, #E201914 & E201728

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: Stephen D Swinburne  
Stephen D. Signature(s) of Debtor(s) Swinburne

By: J. A. Molsven  
J. A. MOLSVEN  
Vice President  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND  
 FINANCING STATEMENT FORM 5201 529 PAGE 217 Financing File No. 270019

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

CONTRACT # 29820 - 814789

1. DEBTOR

Name GRC ASSOCIATES  
 Address P.O. BOX 613, ANNAPOLIS, MD 21404

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.  
 Address 15410 CHRYSLER DRIVE

UPPER MARLBORO, MD 20772  
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 KUBOTA L2850 TRACTOR W/GRILLE GAURD
- 1 KUBOTA BF500 LOADER W/TOOTH BAR
- 1 KUBOTA L4530 BACKHOE
- 1 PITTSBURGH 900 BOX SCRAPER
- 1 PITTSBURGH 900 RAKE
- 1 FORD 953 ROTARY CUTTER
- 1 CENTREVILLE EC16 TRAILER W/CHAINS & BINDERS

Name and address of Assignee  
 KUBOTA CREDIT CORPORATION  
 P.O. Box 105598  
 Atlanta, GA 30348-5598

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*GRC Associates*  
*General Partner Ralph H. Suit*  
 (Signature of Debtor)

RALPH H. SUIT  
 Type or Print Above Name on Above Line  
 (Signature of Debtor)

RALPH H. SUIT

*Larry E. Groff*  
 (Signature of Secured Party)

LARRY E. GROFF

RECORD FEE 11.00  
 POSTAGE 2.50  
 #140630 0040 R03 11:40  
 07/07/88

CK

11.00  
 1.50

STATEMENT OF TERMINATION OF FINANCING

Recorded among the Land Records  
of Anne Arundel County in Liber  
431, folio 337.

DEBTOR:

NORTH FOREST ASSOCIATES

170 Highway 35,  
Red Bank, New Jersey 07701

SECURED PARTY:

SOUNION REALTY COMPANY

C/O Mr. Howard D. Taylor  
787 Seventh Avenue  
New York, New York 10019-6016

The Secured Party Certifies that there is no outstanding secured obligation of the Debtor to the Secured Party, and no commitment by the Secured Party to make advances, incur obligation or otherwise give value to the Debtor, with respect to the collateral covered by the Original Financing Statement bearing file number shown above.

DATED: June 16, 1988

SOUNION REALTY COMPANY

BY

*Patricia J. Bonner*

RECORD FEE 10.00  
POSTAGE .50  
#140870 0040 ROS 112:00  
07/07/88

*RAM*

→  
RICHARD T. BRICE IV, ESQ.  
143 SOUTH STREET  
ANNAPOLIS, MARYLAND 21401

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ <u>25,500.00</u>	If this statement is to be recorded in land records check here <input type="checkbox"/>
--	---

This financing statement Dated 6/27/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GARY HART & ASSOCIATES LTD.  
 Address 114 RITCHIE HIGHWAY PASADENA MD 21122

2. SECURED PARTY

Name COMMERCIAL & FARMERS BANK  
 Address 8593 BALTIMORE NATIONAL PIKE ELICOTT CITY, MD 21043

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_  
 4. This financing statement covers the following types (or items) of property (list)

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)  
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)  
 (Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

RECORD FEE 13.00  
 RECORD TAX 178.50  
 POSTAGE .50  
 #140680 0040 R03 112:02  
 07/07/88

11.00  
 178.50  
 .50

GARY HART & ASSOCIATES LTD.

BY: [Signature]  
 (Signature of Debtor)

GARY HART, PRESIDENT  
 Type or Print Above Name on Above Line

BY: [Signature]  
 (Signature of Debtor)

~~GARY HART, PRESIDENT~~  
 Type or Print Above Signature on Above Line

[Signature]  
 (Signature of Secured Party)

Ronald L. Moss, Assistant Vice President  
 Type or Print Above Signature on Above Line

CK

ATTACHMENT "A"

- 1 8-Circuit Station Card
- 3 8-Circuit Superset Cards
- 4 4-Circuit Trunk Cards
- 1 Attendant Console
- 3 Superset IV Telephones
- 21 Superset III Telephones
- 1 MPSI 4-Port Auto Tend Call Processing System  
w/two hour Voice Mail Pink Slip
- 1 Gas Tube Lightning Protection

FINANCING STATEMENT

BOOK 529 PAGE 221  
273651

- 1.  To be recorded in the Land Records
- 2.  To be recorded among the Financing Statement Records
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 24,327.20. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

Anne Arundel County

5. Debtor(s) Name(s) Comanco, Inc. Address(es) #10 Village Green  
Crofton, MD 21114

RECORD FEE 11.00  
RECORD TAX 173.50  
POSTAGE .50  
#140510 0040 R03 112:03  
07/07/83

6. Secured Party First Federal Savings & Loan Association of Annapolis Address 1832 George Avenue  
Annapolis, MD 21401  
Attention Sandra Cowsill  
(Type name & Title)

GK

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

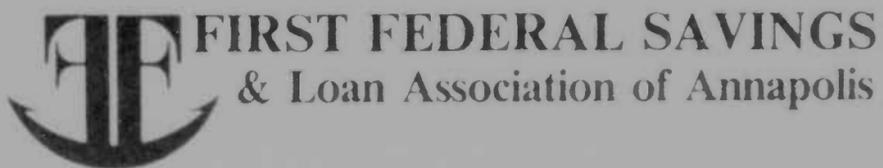
8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are \_\_\_\_\_

Debtors Comanco, Inc.  
By: [Signature] (Seal) Judith E. Faust (Seal)  
James R. Faust, Chief Executive Officer Judith E. Faust, President  
(Seal) (Seal)

Mr. Clerk, Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

11.00  
173.50  
.50



**FIRST FEDERAL SAVINGS  
& Loan Association of Annapolis**

BOOK 529 PAGE 222

SCHEDULE A

Debtor: Comanco, Inc.  
#10 Village Green  
Crofton, MD 21114

Secured Party: First Federal Savings & Loan Assoc. of Annapolis  
1832 George Avenue  
Annapolis, MD 21401

Collateral: 1 Compaq Deskpro 38640 Serial #4822AJ2B1166  
w/ 130M hard disk, 1.2M floppy, 1M of RAM  
Monochrome Monitor #9566632 and Adapter

2 IBM Model 30 Serial #0286363 & #0286113

2 Disk Drives 640K RAM, Monitors Serial #0270692 & 0270694

4 Novell Arcnet Network Boards  
Serial #63173, #61485, #61496, #63179

Network Cables & Connectors

1 Hewlett Packard LaserJet, Series II  
Serial #2801J81988 w/Font Cartridge, Legal Paper Tray  
and Printer Cable

1 Tape Backup 125M Streaming Backup Serial #239789

1 Backup Power Supply Serial #13368810

Novell Advanced Netware 286

1 dBase III+Lan Pak Serial #3450244-22

Secured Amount: \$24,327.20

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270652

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 6/7/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Skinner, Logsdon Construction & Equipment, Inc.  
Address 6894 Baltmor Anapolis Rd. Linthicum, MD 21090

2. SECURED PARTY

Name Spectra-Physics CAD  
Address 5475 Kellenburger Rd. Dayton, OH 45424

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 ea. Paydirt Software w/36 x 48 Digi Pad
- 1 ea. Marathon PC w/NEC Color Monitor
- 1 ea. Toshiba 351C Printer w/Tractor Feed
- 1 ea. 16 Button Cusor
- 1 ea. #1160 Dialgrade
- 1 ea. Adj. Pole Trivet
- 1 ea. Invert Plate
- 1 ea. Remote Line Adj.
- 1 ea. Sm. Adj. Target
- 1 ea. Lg. Adj. Target
- 1 ea. Manhole Mount
- 1 ea. T-Bar Mount

Name and address of Assignee

RECORD FEE 11.75  
POSTAGE .50  
RECORDED 0440 R03 120427  
07/07/88

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Thomas C. Skinner* Pres.  
(Signature of Debtor)

Thomas C. Skinner  
Type or Print Above Name on Above Line

(Signature of Debtor)

*Ray M. Smith*  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

1150

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Scardina Plumbing & Heating, Inc.
Address 1564 Annapolis Drive, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Circle Business Credit, Inc.
Address 110 S. Jefferson Plaza, Whippany, New Jersey 07981

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- One (1) Ditch Witch 3" Pierce Arrow, s/n 1375
One (1) Ditch Witch DR50 Rammer, s/n 1059

RECEIVED 128 11:00
POSTAGE
MAY 13 1988
CK

- One (1) New Ditch Witch Model 2310 Trencher, s/n 3D0730
One (1) New Ditch Witch Model A220 Backhoe, s/n 1D0737

Conditional Sales Contract - Not subject to recordation tax.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor) James Scardina - President
Scardina Plumbing & Heating, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Rose marie Perez-Byrne
(Rose Marie Perez-Byrne)
Circle Business Credit, Inc.
Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 529 PAGE 225

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 465 FOLIO 232 ON 8-26-83 (DATE)

1. DEBTOR

Name James B. Fleck, d/b/a/ Fleck Machine Company

Address 7177 Ridge road, Hanover, Maryland 21076

2. SECURED PARTY

Name Manufacturers Hanover Leasing Corporation

Address 4000 Executive Park Drive, Cincinnati, OH 45241

Sandra Flann, The CIT Group/Equipment Financing, Inc., 1400 Renaissance Dr. Park Ridge, IL 60068  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> ..... <input checked="" type="checkbox"/> XXXXX The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

J019-101  
730-50  
Anne Arandel  
/MD

Manufacturers Hanover Leasing Corporation

Dated June 10, 1988

*[Signature]*  
\_\_\_\_\_  
(Signature of Secured Party)

Type or Print Above Name on Above Line

12.00  
.50

RECORD FEE 12.00  
POSTAGE .50  
#140800 0040 R03 12:43  
07/07/88

*[Handwritten initials]*

10:50



529-226

# not used

7-7-88

273656

FINANCING STATEMENT

- 1  To be recorded in the Land Records
- 2  To be recorded among the Financing Statement Records BOOK 529 PAGE 227
- 3  Not subject to Recordation Tax
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ 150,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to

Anne Arundel County

5 Debtor(s) Name(s) Address(es)  
 Masterpiece, Inc. 2-4 Crain Highway NW  
 T/A Vincent's International Artistic Salon Glen Burnie, MD 21061

RECORD FEE 12.00  
 RECORD TAX 1050.00  
 POSTAGE .50  
 3170229 0777 804 116103  
 07/07/88

6 Secured Party Address  
 First Federal Savings & Loan Association of Annapolis 1832 George Ave.  
 Attention: Gayle Haines, Loan Processor Annapolis, MD 21401  
 (Type name & Title)

CK

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8 Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are \_\_\_\_\_

Debtors Masterpiece, Inc.  
 T/A Vincent's International Artistic Salon  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 BY: Vincent H. Wright \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 Vincent H. Wright, President

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

105050

SCHEDULE A

All furniture now owned or hereafter acquired, together with all additions, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof.

PLEASE RETURN TO:

BLUMENTHAL, WAYSON, DOWNS & OFFUTT  
121 CATHEDRAL STREET  
ANNAPOLIS, MARYLAND 21401

ATTN: JEROLD A. MOSES

REORDER FROM  
Registrars, Inc.  
154 MARKET ST.  
P.O. BOX 218  
ANNE ARUNDEL COUNTY, MD 21021-0218

Anne Arundel County, MD

60 mcs

STATE OF MARYLAND  
BOOK 529 PAGE 229

273007

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kop-Flex, Inc.  
Address 100 Harmans Road, Harmans, MD 21077

2. SECURED PARTY

Name MetLife Capital Credit Corporation  
Address Ten Stamford Forum, P.O. Box 601  
Stamford, CT 06904

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

An Intergraph Corporation CAD/CAM System, more fully described on Exhibit A, made a part hereof and attached hereto.

Name and address of Assignor  
\_\_\_\_\_

CK

EQUIPMENT IS LEASED. FILED FOR INFORMATION PURPOSES ONLY.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

1100

Kop-Flex, Inc.  
(Signature of Debtor)

MetLife Capital Credit Corporation

Type or Print Above Name on Above Line

Fred K. Landon  
(Signature of Debtor)

Fred K. Landon

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Debra J. Mandia

DEBRA J. MANDIA  
Type or Print Above Signature on Above Line

#5821

EXHIBIT A

Description of Equipment

<u>Seller/Vendor</u>	<u>Quantity</u>	<u>Description</u>	<u>Serial Number</u>
Intergraph Corporation	1	FDSP139	INTERPRO 220
	1	SLNS016	IGE RUNTIME
	1	SLMU041	I/EMS
	1	SLPS009	INTERPLOT SERVER
	1	FDSP139	INTERPRO 220
	1	SLNS016	IGE RUNTIME
	1	SLMU041	I/EMS
	1	FDSP139	INTERPRO 220
	1	SLNS016	IGE RUNTIME
	1	SLMU041	I/EMS
	1	FDSP139	INTERPRO 220
	1	SLNS016	IGE RUNTIME
	1	SLMU041	I/EMS
	1	FDSP139	INTERPRO 220
	1	SLNS016	IGE RUNTIME
	1	SLMU041	I/EMS
	1	FDSP139	INTERPRO 220
	1	SLNS016	IGE RUNTIME
	1	SLMU041	I/EMS
	1	FDSP139	INTERPRO 220
	1	SLNS016	IGE RUNTIME
	1	SLMU041	I/EMS
	1	FMTPO53	CARTRIDGE TP OPT
	1	SLPS024	CALCOMP 960 S/W
	2	TMCH1791:	I/EMS I @ HSV
1		WORKSTATION S/W	
1		SYSTEM DISCOUNT	
2	TMCH1796:	I/EMS III @ HSV	
1	FINF248	EMUX	
7	MCBL788	10M DROP CABLE	
7	MCBL791	2M OFFICE CABLE	

<u>Kop-Flex, Inc.</u>		<u>METLIFE CAPITAL CREDIT CORPORATION</u>	
<small>Type Full Legal Company Name</small>			
<u><i>Fred K. Landon</i></u>	<u>Fred K. Landon</u>	<u></u>	<u></u>
<small>Signature</small>	<small>Print Name</small>	<small>Signature</small>	<small>Print Name</small>
<u>President</u>			
<small>Title</small>		<small>Title</small>	
<u>June 14, 1988</u>			
<small>Date</small>		<small>Date</small>	

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$ \_\_\_\_\_

**FINANCING STATEMENT**

John J Kirlin, Inc.

1. Debtor(s):

Name or Names—Print or Type  
801-F Barkwood Court Linthicum, Md 21090  
Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
Address—Street No., City - County State Zip Code

2. Secured Party:

Fish Market Limited Partnership  
Name or Names—Print or Type  
21 Merchants Row Boston, Mass 02109  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Plumbing Materials stored in John J Kirlin's warehouse

4. If above described personal property is to be affixed to real property, describe real property.

n/a

5. If collateral is crops, describe real estate.

n/a

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

Debtor(s):

James R. Maico Jr  
(Signature of Debtor)

JAMES R. MAICO Jr  
Type or Print

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print

Additional Secured:  
First National Bank of Boston  
100 Federal Street  
Boston, Mass 02106

Secured Party:

Mortgage Investors Corporation  
200 Clarendon Street  
Boston, Mass 02116

Scott B. Bentley  
(Company, if applicable)

\_\_\_\_\_  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address \_\_\_\_\_

Lucas Bros. Form F-1

11.00  
.50



273859

BOOK 529 PAGE 232

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: \_\_\_\_\_

The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es) MUTTER BETTY B. 1502 K FLANDERS LANE #20776 Harwood MD	2. Secured Party(ies) Name(s) and Address(es) PROFESSIONAL MH BROKERS 10401 LANHAM-SEVERN ROAD LANHAM, MD 20706	4. For Filing Office: Date, Time, No. Filing Office _____
5. This Financing Statement covers the following type(s) for item(s) of property: 1977 HAVELOCK -0- 24 X 60 SERIAL # 3106 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT. <input type="checkbox"/> Products of the Collateral are also covered.		6. Assigne(e)s of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194
8. Describe Real Estate Here: _____ <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.	9. Name of a Record Owner: _____ <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)	
No. & Street: _____ Town or City: _____ County: _____ Section: _____ Block: _____ Lot: _____		
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above at which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction, or <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)
By: <u>Betty B. Mutter</u> Signature(s) of Debtor(s)		By: <u>[Signature]</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)

(3/83) (1) FILING OFFICER COPY—NUMERICAL  
 STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

273680

300 529 PAGE 233

The FINANCING STATEMENT is prepared by a Filing Officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) Last Name First and Address(es) CAMPBELL PEGGY A. 1757 TELEGRAPH RD. LOT 80 SEVERN MD 21144		2 Secured Party(ies) Name(s) and Address(es) CHESAPEAKE MOBILE HOMES, INC. 10039 N SECOND AVE LAUREL MD 20707		3 <input type="checkbox"/> The Debtor is a transmitting utility	
				4 Filing Office Date Time No. Filing Office MD 21144 11:00 1000 P.O. BOX 12502 BALTIMORE MD 21286	

5 This Financing Statement covers the following type(s) of item(s) of property

1987 LIBERTY OAKBROOK 14 X 20  
SERIAL # 58572 AND INCLUDING ALL FURNITURE, FIXTURES,  
APPLIANCES AND APPURTENANCES THEREIN AND THERETO  
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT  
 Products of the Collateral are also covered

6 Assignee(s) of Secured Party and Address(es)  
GREEN TREE ACCEPTANCE INC.  
2200 ORTIZ BOULEVARD SUITE 245  
WOODBRIDGE VA 22194

7 Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records.

8 Name of a Record Owner

The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate law)  
 which is proceeds of the original Collateral described above in which a security interest was perfected; or  
 acquired after a change of name, identity or corporate structure of the Debtor; or  
 as to which the filing has taken place  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State; or  when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s) or  
 Lessee(s) and Lessor(s)

CAMPBELL PEGGY A. CHESAPEAKE MOBILE HOMES, INC.

By  Peggy A. Campbell Signature(s) of Debtor(s)

By \_\_\_\_\_ Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

(3-83) (1) FILING OFFICER COPY—NUMERICAL  
STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

500 529 PAGE 234

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. #06903 C040 R01

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON April 21, 1987 (DATE)

1. DEBTOR

Name Chesapeake Building Supply Corporation  
Address 815 Central Ave. Linthicum, MD 21090

2. SECURED PARTY

Name Insulation Consulting & Supply Corporation  
Address 1020 Elm Dr. Mechanicsville, VA 23111

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>

10.00  
-50

FILED  
MAY 21 1987  
ANNE ARUNDEL COUNTY

TEW

Dated 6/29/88

R. W. BAILIE  
(Signature of Secured Party)

R. W. BAILIE  
Type or Print Above Name on Above Line

MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Capitol Foundation Company, Inc.  
(Name or Names)  
10230 New Hampshire Avenue, Suite 308, Silver Spring, MD 20903  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation  
(Name or Names)  
8767 Satyr Hill Road, Baltimore, MD 21234  
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: The CIT Group/Equipment Financing  
(Name or Names)  
1180 W. Swedesford Road Berwyn, Pa. 19312  
(Address)

4. This Financing Statement covers the following types (or items) of property:

Two - New Gardner Denver 300 CFM Air Compressors, Model D300  
S/N's R87107 & R87178

RECEIVED  
POSTAGE  
PAID  
MAY 19 1987  
CK

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
Capitol Foundation Company, Inc.  
By: Nicholas J. White, PRESIDENT  
(Title)  
Nicholas J. White, President  
(Type or print name of person signing)

SECURED PARTY:  
Atlantic Industrial Credit Corp.  
By: Robert E. Polack, President  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

Return To: SECURED PARTY

11.00  
1.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 220503

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ See below

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Consumers Distributing Inc. d/b/a Consumers

Address 205 Campus Plaza, Edison, New Jersey 08837

2. SECURED PARTY

Name National Westminster Bank USA

Address 175 Water Street, New York, New York 10038

RECORD FEE 12.00

POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

#306070 0345 R01 T10:24

3. Maturity date of obligation (if any) \_\_\_\_\_

07/08/88

4. This financing statement covers the following types (or items) of property: (list)

All personal property of the Debtor. The collateral is more fully described in Schedule A annexed hereto and made a part hereof.

TAX IS BEING PAID AT THE DEPT OF ASSESSMENT AND TAXATION IN THE AMOUNT OF \$485.10

Filed with: Clerk of the Circuit Court-Ann Arundel County

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*[Signature]*  
\_\_\_\_\_  
(Signature of Debtor)

CONSUMERS DISTRIBUTING INC.  
d/b/a CONSUMERS  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Signature]*  
\_\_\_\_\_  
(Signature of Secured Party)

NATIONAL WESTMINSTER BANK USA  
Type or Print Above Signature on Above Line

RETURN TO:

INFOSEARCH, INC.  
P.O. Box 1110  
Albany, NY 12201

12  
50

SCHEDULE A  
TO  
UCC-1 FINANCING STATEMENT

All personal property and fixtures of the Debtor, whether now or hereafter existing or now owned or hereafter acquired and wherever located, of every kind and description, tangible or intangible, including, without limitation, the balance of every deposit account now or hereafter existing of Debtor with the Secured Party and any other claim of the Debtor against Secured Party, now or hereafter existing, and all goods, equipment, furniture, inventory, accounts, contract rights, chattel paper, notes receivable, instruments, general intangibles, credits, claims, demands and any other obligations for the payment of money, Debtor's books and records, and any other property, rights and interest of Debtor, and the balance of every account now or hereafter existing of Debtor with any agent for the Secured Party, to the extent such account is maintained by such agent in its capacity as agent of any kind for the Secured Party and any and all additions and accessions thereto, all substitutions and replacements therefor and all products and proceeds thereof and proceeds of insurance thereon.

The Collateral shall also include, without limitation, all choses in action, any rights arising under any judgment, statute or rule, all corporate and business records, customer lists, credit files, computer program print-outs, and other computer materials and records, all inventories, trademarks, trade names, trade styles, logos, designs, know-how and processes, patents, inventions, trade secrets, technical information, copyrights, licenses, license agreements, and any applications for patents and trademarks.

As used herein, "Secured Party" includes National Westminster Bank USA and its successors and assigns.

270001

To Be Recorded In The Land Records  
And In The Financing Statement  
Records Of the Circuit Clerk of  
Anne Arundel County And  
Among the Financing Statement  
Records of the State Department  
The of Assessments and Taxation

Subject To Recording Tax Of \$175.00  
On Principal Amount Of 25,000  
Which Was Paid To The Clerk Of The  
Circuit Court of Anne Arundel Co  
Upon The Filing Of A Deed of Trust  
in the Land Records of Anne Arundel  
County, Maryland

POSTAGE  
RECEIVED  
14.00  
.50  
27-08-98

FINANCING STATEMENT  
(Maryland - U.C.C.-1)

1. DEBTOR:

Daniel L. Callihan  
Lana Callihan

2. SECURED PARTY:

THE FIRST NATIONAL BANK OF MARYLAND  
25 South Charles Street  
Baltimore, MD 21201,

Attention: Rick Miller, V.P.

3. This Financing Statement covers and the Debtor grants and conveys to  
the Secured Party a security interest in and to the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other Chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property and improvements located at 104 Wellham Avenue, Glen Burnie, Anne Arundel County, Maryland and described on Exhibit "A" attached hereto (herein the "Real Property") including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures, and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents and monies payable under, by reason of, or with respect to, any restrictive covenants, easements, or agreements applicable to lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), which have not been extracted from the Real Property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Real Property or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Real Property.
- h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the Real Property.

- i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property as described on Exhibit "A", attached hereto, being that same lot of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the Circuit Court for Baltimore County from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned Real Property. Exhibit "A" attached hereto consists of one (1) pages.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions, and accretions of or to any of the above-described collateral.

DEBTOR: DANIEL L. CALLIHAN  
LANA CALLIHAN

  
Daniel L. Callihan

  
Lana Callihan

TO FILING OFFICER: After this Statement has been recorded, please return to:

FIRST NATIONAL BANK OF MARYLAND  
P.O. BOX 1596  
ATTN: R. E. Miller  
Banc Code: 131-012  
BALTIMORE, MARYLAND 21203

Please Return To:  
The First National Bank of MD.  
6395 Dobbin Road  
Columbia, MD. 21045  
ATTN: Laurie Isner  
BANC 131-012

FINANCING STATEMENT

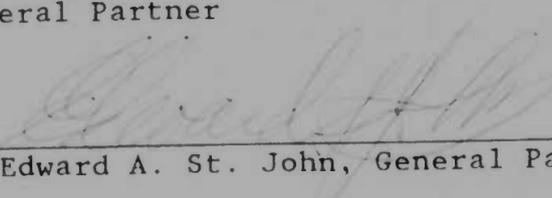
1. Name of Debtor: FRIENDSHIP BUSINESS CENTER LIMITED  
PARTNERSHIP, a Maryland limited  
partnership  
Address: c/o MIE Development Company  
5720 Executive Drive  
Baltimore, Maryland 21228
2. Name of Secured Party: The First National Bank of Maryland  
Address: Commercial Real Estate Division  
BANC 109-900  
P. O. Box 1596  
Baltimore, Maryland 21203  
Attention: Bonnie M. Keeney
3. This Financing Statement covers the following types (or items) of property:
- (a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Indemnity Deed of Trust dated June 30, 1988 from Debtor to Patricia A. Brian and Anna M. Marcellino, Trustees, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.
- (b) All accounts in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.
- (c) Proceeds of all collateral are covered.
- (d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Indemnity Deed of Trust, including but not limited to all rights to insurance and condemnation proceeds.
4. The record owner of the real property described in the Indemnity Deed of Trust is Friendship Business Center Limited Partnership.

15-30  
COMMONWEALTH LAND TITLE INS.  
SUITE 1524, THE WORLD TRADE CENTER  
BALTIMORE, MARYLAND 21202

Debtor:

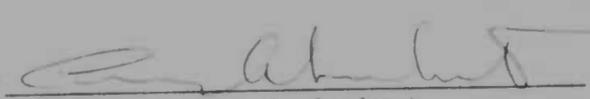
FRIENDSHIP BUSINESS CENTER  
LIMITED PARTNERSHIP, a Maryland  
limited partnership

By: Friendship Business Center, a  
Maryland general partnership,  
General Partner

By:   
Edward A. St. John, General Partner

Secured Party:

THE FIRST NATIONAL BANK OF MARYLAND

By:   
Name George A. Lambert  
Title Vice-President

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Alexander C. Short

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE  
ARUNDEL COUNTY, THE LAND RECORDS OF ANNE ARUNDEL COUNTY, THE  
FINANCING STATEMENT RECORDS OF BALTIMORE COUNTY, AND WITH  
THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

WP: FN06.FIS

PROPERTY DESCRIPTION

ALL that tract of land located in Anne Arundel County, Maryland, and more particularly described as follows:

Being known and designated as Lot No. 1R-A as shown on a Plat entitled, "Resubdivision of Lots 1-R and 22-R, B.W.I. Commerce Park", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 108, page 1.

Being known and designated as Lot Nos. 22R-B and 22R-C, as shown on a Plat entitled, "Resubdivision of Lot 22R-A, B.W.I. Commerce Park", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 110, page 37.

Being known and designated as Lot No. 18 as shown on the Plat entitled, "B.W.I. Commerce Park Plat Two", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 83, page 44.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520 Page No. 292 & 293  
Identification No. 270754 Dated 11/27/87

1. Debtor(s) Hardin-Huber, Inc.  
Name or Names—Print or Type  
1230 Cronson Blvd., Crofton, A.A., Md. 21114  
Address—Street No., City - County State Zip Code

2. Secured Party First National Bank of Maryland  
Name or Names—Print or Type  
18 West Street, Annapolis, A.A., Md. 21401  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
RECEIVED BY THE STATE 11/27/87  
07/08/88

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  AMENDMENT</p>

*PLM*

The serial number on the 1987 Ford Truck LT8000 is 1FDYU82ABHVA55754

Dated: 7/7/88  
The First National Bank of Maryland  
Name of Secured Party  
*Catherine T. Lewis*  
Signature of Secured Party  
Catherine T. Lewis, Asst. V.P.  
Type or Print (Include Title if Company)

1050

273667

BOOK 529 PAGE 245

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3  The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es)  
JODY LYNN ROSE  
13 BOONE'S DRIVE  
LOTHIAN MARYLAND 20613

2. Secured Party(ies) Name(s) and Address(es)  
ACCENT MOBILE HOMES  
7401 MOORE ROAD  
BRANDYWINE MARYLAND 20613

4. For Filing Officer: Date, Time, No. Filing Office

RECORD FILE

Handwritten initials

5. This Financing Statement covers the following types (or items) of property  
1979 01100931M  
70 X 14 SKYLINE Rooms

6. Assignee(s) of Secured Party and Address(es)  
Crescent Financial, Inc.  
1623 Forest Drive Suite 201  
Annapolis, MD 21401

To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufactures invoice and/or purchase agreement and/or retail security agreement.

8. Describe Real Estate Here

This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

7.  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

JODY LYNN ROSE

Crescent Financial, Inc.

By *Jody Lynn Rose*  
Signature(s) of Debtor(s)

By *Debra X Haughea*  
Signature(s) of Secured Party(ies)

(3/83)

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

273663

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Southward Corporation  
Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Company  
Address P.O. Box 65090  
West Des Moines, Iowa 50265-0090  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

-New John Deere 36" Commercial Walkbehind Mower  
S/N M03612X117502

2 - New John Deere RX73 Riding Mowers  
S/N MORX73X425679  
S/N MORX73X424241

2 - New 240 Lawn & Garden Tractors  
S/N M00240A477640 & S/N M00240A496164

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

RECORD FEE 11.00  
POSTAGE .50  
#171300 0777 R04 T14:23  
07/08/86

Southward Corporation  
(Signature of Debtor)

Southward Corporation  
Type or Print Above Name on Above Line

Kenneth R. Wagner (DR)  
(Signature of Debtor)

Kenneth R. Wagner  
Type or Print Above Signature on Above Line

John Deere Company  
(Signature of Secured Party)

John Deere Company  
Type or Print Above Signature on Above Line

1752

FINANCING STATEMENT FORM UCC-1

Identifying File No. 773889

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated 6/29/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Southward Corporation
Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090
West Des Moines, Iowa 50265-0090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- New JD 855 MFWD Tractor S/N M00855D490176
-New JD #70 Loader w/54" bucket S/N W0020X 002024
-New Bradco 81D Backhoe w/16" bucket S/N 88 LDT 786

RECORD FEE 11.00
POSTAGE .50
#171310 CITY NO# Y14324
07/08/88

RHM

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Southward Corp
(Signature of Debtor)

Southward Corporation
Type or Print Above Name on Above Line

David B. Graham
(Signature of Debtor)

David B. Graham
Type or Print Above Signature on Above Line

John Deere Company
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

1750

273679

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Southward Corporation

Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Company

Address P.O. Box 65090

West Des Moines, Iowa 50265-0090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

-New John Deere 25 Mini Excavator  
S/N CH0025D001032

RECORD FEE 11.00  
POSTAGE .00  
#171320 DT77 R04 71425  
07/00/00

*RAM*

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Southward Corp  
(Signature of Debtor)

Southward Corporation  
Type or Print Above Name on Above Line

Kenneth R. Wagner (DC)  
(Signature of Debtor)

Kenneth R. Wagner  
Type or Print Above Signature on Above Line

John Deere Company  
(Signature of Secured Party)

John Deere Company  
Type or Print Above Signature on Above Line

1750

FINANCING STATEMENT

- 1.  To be recorded in the Land Records
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$350,000.00 \* The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, Circuit Court of Anne Arundel County

5. Debtor(s) Name(s) Address(es)  
 THE EMPIRE CONSTRUCTION COMPANY 711 Pittman Road A.K.A. 700 Pittman Road  
 Baltimore, Maryland 21226

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: Denise Yeshnik Baltimore, Maryland 21201  
 Credit Staff Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
 THE EMPIRE CONSTRUCTION COMPANY (XXX)

RECORD FEE 11.00  
 RECORD FEE 300.00  
 POSTAGE .50  
 (Seal) #111345 CITT R04 T14457  
 01/00/00  
 RHM

BY: [Signature] (Seal) \_\_\_\_\_ (Seal)  
 Lyle K. Aaby, Executive Vice President

Mr. Clerk, Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

\*With a filing of this Financing Statement recordation taxes are being paid on an additional debt of \$50,000. Recordation taxes have been paid previously to the Circuit Court of Baltimore City with filings between the Debtor and Secured Party as follows:

November 2, 1984, ID#508851, Book 403, Page 280

Recordation taxes have also been paid to the Circuit Court of Anne Arundel County with filings between the Debtor and Secured Party as follows:

October 6, 1987, ID#270068, Book 518, Page 502

11-  
 350.00  
 .50

FINANCING STATEMENT

- 1.  To be recorded in the Land Records
- 2.  To be recorded among the Financing Statement Records
- 3.  Not subject to Recordation Tax. Filing due to Debtor's additional place of business
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Address(es)  
 Sailing Etc., Inc. 405 Ritchie Highway, Severna Park, MD 21164

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street, Baltimore, MD 21201  
 Attention: Shelly T. Ayers  
 Loan Documentation Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors Sailing Etc., Inc.  
 By: \_\_\_\_\_ (Seal)  
 Paul W. Miller, President  
 \_\_\_\_\_ (Seal)

RECORD FEE 11.00  
 POSTAGE (Seal) .50  
 #171550 CTTT R04 T14437  
 (Seal) 07/00/00

Mr. Clerk. Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

1150

273073

529 PAGE 251

Anne Arundel Co  
C-02-05728-9

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mil-Tech Machine, Inc.  
Address 7525 Connelly Drive Hanover, Maryland 21076

2. SECURED PARTY

Name W.C. Burroughs & Associates, Inc.  
Address 7146 Montevideo Drive Jessup, Maryland 20794

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, Md 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF SECURED PARTY  
First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd  
Glen Burnie, Maryland 21061

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 17.00  
POSTAGE .50  
#171000 CTTT R04 T15:00  
07/08/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mil-Tech Machine, Inc.

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Patrick White

Type or Print Above Signature on Above Line  
Patrick White, Assistant Secretary

CONDITIONAL SALE CONTRACT NOTE

TO: W.C. Burroughs & Associates, Inc. FROM: Mil-Tech Machine, Inc.
7146 Montevidea Rd. Jessup Maryland 20794 7525 Connelly Dr. Hanover Maryland 21076

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) New Fadal Machining Center Model 4020 S/N 8802215 \*See attached Schedule "A" for payment Schedule

(1) TIME SALES PRICE \$ 120,412.00 (2) Less DOWN PAYMENT IN CASH \$ 9,400.00 (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ (4) CONTRACT PRICE (Time Balance) \$ 111,012.00 The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 7525 Connelly Dr. Hanover, Maryland 21076

Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint the sum of One hundred Eleven thousand twelve and 00/100 Dollars (\$ 111,012.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 2 day of August, 19 88, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ \*\* and the final installment being in the amount of \$ \*\*

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: July 1, 19 88

BUYER(S)-MAKERS(S):

Accepted W.C. Burroughs & Associates, Inc. (SEAL) (Print Name of Seller Here)

Mil-Tech Machine, Inc. (SEAL) (Print Name of Buyer-Maker Here) PRES.

By: [Signature]

By: Thomas J. Dorsey Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.)		_____ (L.S.)
(Guarantor-Endorser)		(Guarantor-Endorser)
_____ (L.S.)		_____ (L.S.)
(Guarantor-Endorser)		(Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____	_____ (SEAL)	} Signature of Seller
	(Corporate, Partnership or Trade Name or Individual Signature)	
_____ (Witness)	By: _____	
	(Signature, Title of Officer, "Partner" or "Proprietor")	

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## ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 1, 1988 between W.C. Burroughs & Associates, Inc as Seller/Lessor/Mortgagee and Mil-Tech Machico, Inc. 7525 Connelly Dr. Hanover Maryland 21076 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 111,012.00.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 1st day of July, 19 88.

W.C. Burroughs & Associates, Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

273671

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Anne Arundel Co  
C-02-05735-4

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 15,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$105.00.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chem Trans, Inc.  
Address 50 Earleigh Heights Road Severna Park, MD 21146

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.  
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00  
RECORD TAX 105.00  
POSTAGE .50  
M171610 0777 004 115:00  
07/08/88

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Chem Trans, Inc.  
See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line  
\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

\_\_\_\_\_  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line  
LARRY F. KIMMEL, ADMIN. V.P.

17.50  
105.00  
.50



banks prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if hereafter there be one or more increases or decreases in said prime rate. The aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations or to take immediate possession of the Mortgaged Property or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the facts therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and for in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST: Chem Trans, Inc. (Seal) Mortgagee  
Secretary By *Kenna A. Biggs* Secretary (Title)

STATE OF Maryland }  
COUNTY OF Anne Arundel } SS

being duly sworn, deposes and says:

- 1. He is the \_\_\_\_\_ at Chem Trans, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any lien by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

*Kenna A. Biggs*

NOTARY PUBLIC

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS  
I, \_\_\_\_\_ a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of Chem Trans, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal) NOTARY PUBLIC (A1 & 77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 5 1988 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	New Trailmobile 48' Van Trailer	02DABUAL	1PT02DAH8J9007345
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

First Interstate Credit Alliance, Inc.

Chem Trans, Inc.

By: \_\_\_\_\_

By: Kenna A. Buggs Secretary

A26061

Q.Q.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2734775

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael Ebersberger DBA/ Ebersberger Contracting Co.
Address 1711 Baltimore & Annapolis Blvd. Arnold, Maryland 21012

2. SECURED PARTY

Name AEL Leasing Co., Inc.
Address P.O. Box 13428 Reading, PA 19612-3428

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
POSTAGE .50
#306700 C345 R01 T15#10
07/08/88

1 - 1250 Brush Chipper

This document is subject to the provisions of the Uniform Commercial Code and the interest in the collateral is subject to the provisions of the Uniform Commercial Code.

RAM

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Michael Ebersberger DBA/ Ebersberger Contracting Co.

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

B1774

10131 2300

aa

BOOK 529 PAGE 260

FINANCING STATEMENT FORM UCC-1

Identifying File No. 22222222

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-  
Conditional Sales Contract

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KEVIN RINGLEY LANDSCAPING, INC  
Address 306 MARYSHY BRIDGE RD PARDON, MD 21122

2. SECURED PARTY

Name ACEL LEASING CO, INC  
Address P.O. BOX 13428 RENOVA, VA 19612 3428

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_  
4. This financing statement covers the following types (or items) of property: (list)

1. FULL UNSECURED DEBT - 50

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) RECORD FEE 11.00

POSTAGE .50

#306710 C345 R01 T15:10

07/09/88

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

KEVIN RINGLEY LANDSCAPING, INC  
Kevin Ringley PRES  
(Signature of Debtor)

Kevin Ringley PRES  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ACEL LEASING CO, INC  
Shirley Camilli  
(Signature of Secured Party)

Shirley Camilli  
Type or Print Above Signature on Above Line

270677

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated 7/6/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ABC Rental Center  
Address 8801 Belair Road, Baltimore, MD 21236

2. SECURED PARTY

Name John Deere Company  
Address P.O. Box 65090  
West Des Moines, Iowa 50265-0090  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- New John Deere 15 Mini Excavator  
S/N CH0015D001297

RECORD FEE 11.00

POSTAGE .50

#306750 C345 R01 T15413

07/08/88

TUB

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ABC Rental Center  
(Signature of Debtor)

ABC Rental Center  
Type or Print Above Name on Above Line

Marvin R. Johnson Jr.  
(Signature of Debtor)

Marvin R. Johnson, Jr.  
Type or Print Above Signature on Above Line

John Deere Company TUB  
(Signature of Secured Party)

John Deere Company  
Type or Print Above Signature on Above Line

4-28-88  
27746

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273678

Debtor or Assignor Form

**FINANCING STATEMENT  
DISCLOSING ASSIGNMENT**

Anne Arundel Co.

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Darven, Inc.

20 A Crain Highway  
Glen Burnie, Maryland 21061

RECORD FEE 11.00

POSTAGE .50

SECURED PARTY

#306870 0345 R01 T15#27

Enpro Inc.

Address:

20 A Crain Highway 07/08/88  
Glen Burnie, Maryland  
21061

Attach separate list if necessary

1. The name and address of the Assignee of the Secured Party's Security Interest is:

First National Bank of Maryland  
25 S. Charles Street  
Baltimore, Maryland 21201

2. This Financing Statement covers the following types (or items) of property (the collateral):

International Truck Model 1954 Serial# 1HTLDTVN9JH571578

3. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

4.  Proceeds of the collateral are also specifically covered.
- Products of the collateral are also specifically covered.

5. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor

Secured Party (or Assignee)

Darven, Inc.

Darven, Inc.

ENPRO, INC.

Steven Sramko

Darlene A Hairsine

BY

PRESIDENT

STEVEN SRAMKO

Darlene Hairsine, V.P.

PRESIDENT

Type or print names under signatures

FNH 0472

Handwritten initials



Debtor or Assignor Form

ANNE ARONDEL MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

\_\_\_\_\_  
 Chesapeake Building Supply Corp.  
 (Name)  
 815 Central Avenue  
 (Address)  
 Linthicum, Maryland 21090

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Pamela T. Bergen  
 (Name of Loan Officer)  
 P.O. Box 1596 Banc 101-560  
 (Address)  
 Baltimore, MD 21203

RECORD FEE 11.00

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate sheets if necessary) .50

#306890 C345 R01 T15:27

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which is herein used means accounts, instruments, chattel paper, contracts, contract rights, account receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned good and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) All of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes, or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

720 07/08/88

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Chesapeake Building Supply Corp. (Seal)  
 \* [Signature] (Seal)  
 (Signature)  
 Kevin F. Jost V.P.  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

CHESAPEAKE BUILDING SUPPLY CORP. (Seal)  
 \* [Signature] (Seal)  
 (Signature)  
 EDWARD C. BELL TREAS.  
 (Print or Type Name)

11  
or

There is no specific equipment to be recorded at the time of the execution of the security agreement and / or financing statement. If there are any questions: Alan Hilton 347-6580 FNB In House Counsel

ALL ASSETS

Debtor or Assignor Form

ANNE ARUNDEL MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

\_\_\_\_\_  
 New Venture Tax Service, Inc.  
 (Name)  
 4100 C Mountain Road  
 (Address)  
 Pasadena, Maryland 21122

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND  
 Attn: Lowell H. Patterson  
 (Name of Loan Officer)  
 P.O. Box 1596  
 (Address)  
 Baltimore, Maryland 21203

RECORD FEE 11.00

STAMP FEE .50

#308900 C345 R01 115428

07/08/88

TELO

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

1) All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts bonds, stocks, certificates, advances, deposits, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts, Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor \_\_\_\_\_

#308900 C345 R01 115428

07/08/88

3.  Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

New Venture Tax Service, Inc. (Seal)  
 Paula E. Stefanelli (Seal)  
 (Signature)  
 Paula E. Stefanelli, V.P.  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

NEW VENTURE TAX SERVICE INC. (Seal)  
 Sylvia J. Brokas (Seal)  
 (Signature)  
 SYLVIA J. BROKAS, PRESIDENT  
 (Print or Type Name)

Handwritten marks: 11 and a signature.

XXXXX

There is no specific equipment to be recorded at the time of the execution of the security agreement and / or financing statement. If there are any questions: Alan Hilton 347-6580 FNB In House Counsel

BOOK 529 PAGE 266

273682

Debtor or Assignor Form

ANNE ANDEL MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u> <span style="float: right;">RECORD FEE 11.00</span>
_____	THE FIRST NATIONAL BANK OF MARYLAND
Pickwick Manor, Inc.	Attn: Lowell H. Patterson
(Name)	(Name of Loan Officer)
7733 Telegraph Rd.	P.O. Box 1596, Banc 101-560
(Address)	(Address) <span style="float: right;">POSTAGE .50</span>
Severn, Maryland 21144	Baltimore, Md. 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

07/08/88

TELE

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail Instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
Pickwick Manor, Inc. (Seal)	_____ (Seal)
<u>Charlotte Dubin</u> (Seal)	_____ (Seal)
(Signature)	(Signature)
<u>CHARLOTTE DUBIN, PRESIDENT</u>	_____
(Print or Type Name)	(Print or Type Name)

Handwritten initials and a flourish.

273683

BOOK 529 PAGE 267

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

The Debtor is a transferring utility.

1. Debtor(s) (Last Name First) and Address(es)

Windsor Shirt Company  
550 S. Henderson Road  
King of Prussia, PA 19406

2. Secured Party(ies) Name(s) and Address(es)

Fidelcor Services Inc.  
255 Business Center Dr.  
Suite 250  
Horsham, PA 19044

3. For Filing Officer: Date, Time, No. Filing Office

5. This financing statement covers the following types (or items) of property

SEE ATTACHED

6. Acquire(s) of Secured Party and Address(es)

Products of the Collateral are also covered

8. Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8.)

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction.  
 when the Collateral was brought into this State, or  when the Debtor's location was changed in this State.

11. If appropriate in this filing, the term(s) Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignor(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

Windsor Shirt Company

01174-00008 Anne Arundel County, MD  
Fidelcor Services Inc. TOL

By

*[Signature]*  
Signature of Debtor(s)

By

*[Signature]*  
Signature of Secured Party(ies)  
(Required only if Item 10 is checked)

(1) FILING OFFICER COPY - COMMERCIAL (3/83)

STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

RECORD FEE 17.00

POSTAGE .50

#306930 C345 R01 T15:30

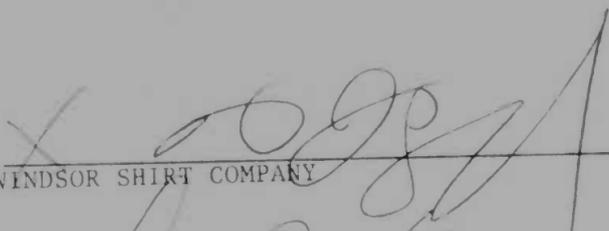
07/08/88

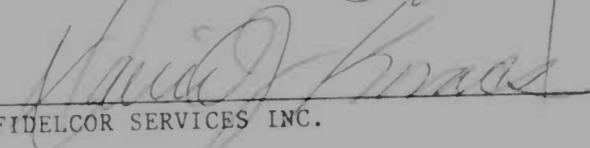
*[Handwritten initials]*

TOL.

5. This Financing Statement covers the following types (or items) of property:

All Equipment on the attached Equipment List and all other Equipment as that term is defined in the applicable Uniform Commercial Code leased or to be leased under that Master Lease dated July 17, 1987, between Lessee and Lessor and all replacements, modifications, attachments, parts and substitutions, including any sublease now or hereafter existing and all proceeds thereof. This financing statement is filed to comply with the notice requirements of the Uniform Commercial Code in the event for any reason, notwithstanding the intent of the parties, it is determined that the lease constitutes a security agreement.

  
WINDSOR SHIRT COMPANY PRESIDENT (LESSEE)

  
FIDELCOR SERVICES INC. Leasing Officer - Asset Manager (LESSOR)

FIDELCOR SERVICES INC.

Attachment 1

Master Lease Schedule Number 00008 to  
 Master Lease Agreement Number 01174  
 or  
 Master Lease Finance Agreement Number n/a

Location of Equipment: 1001 Baltimore Pike, Springfield Plaza  
Springfield, Delaware County, PA 19064

Description of Equipment

Supplier	Manufacturer	Model of Equipment	Number of Units	Serial Numbers	Location (If different from above, give address)	Lessor's Cost
Thirteen (13)		Reg Back Panel				
Ten (10)		Main Back Pane;				
Two (2)		Tie Base Back Panel-Door				
Two (2)		Tie Base Back Panel				
Twenty-two (22)		Flat Side Panel				
Four (4)		Sawtooth End Panel				
Seven (7)		Sawtooth Mid Panel				
One (1)		Sawtooth Straight Panel				
Nineteen (19)		Sawtooth Mounting Cleats				
Ten (10)		Sawtooth Support				
Five (5)		Blank Double Doors				
Ten (10)		Frame Double Door				
Ten (10)		Main Panel				
Ten (10)		Main Top (single)				
Nine (9)		Straight Valance 5"				
One (1)		Straight Valance Special 13"				
Two (2)		4' Left Hand Angled Valance				
Three (3)		4' Right Angled Valance 5"				
One (1)		8' Left Hand Angled Valance Special 13"				
One (1)		4' Left Hand Angled End Valance Special 13"				
Twenty-three (23)		New Item 10" Reg Base				
Two (2)		4' Tie Base				
One (1)		8' Tie Base				
One (1)		Tie Rod & Flanges , 3 Rod & 6 Flanges				

FIDELCOR SERVICES INC.

(Lessor)

By:

*Handwritten Signature*

(Signature)

Leasing Officer - Asset Manager

(Title)

5-27-88

(Date)

Windsor Shirt Company

(Lessee)

By:

*Handwritten Signature*

(Signature)

*Handwritten Title*

(Title)

5/25/88

(Date)

FIDELCOR SERVICES INC.

Attachment 1

Master Lease Schedule Number 00008 to  
 Master Lease Agreement Number 01174  
 or  
 Master Lease Finance Agreement Number n/a

Location of Equipment: 1001 Baltimore Pike, Springfield Plaza  
Springfield, Delaware County, PA 19064

Description of Equipment

Supplier	Manufacturer	Model of Equipment	Number of Units	Serial Numbers	Location (If different from above, give address)	Lessor's Cost
One (1)		Cash Wrap Left Hand Wall Special Extension				
Six (6)		Special 4' 1 Sided Gondola				
Six (6)		End Cap				
Thirty-eight (38)		Gondola Back with base				
Thirty-seven (37)		Single Gondola End				
Three (3)		Double Gondola End				
One (1)		Tie Gondola				
Four (4)		Cube 12x16x30 Special				
Four (4)		Cube 12x16x34				
Two (2)		Cube 12x16x38 Special				
Three (3)		Slatwall Gondola End				
One-Hundred-Five (105)		Regular Shelf				
Ten (10)		Mann Shelf				
Twenty (20)		Slatwall Shelf				
Thirty (30)		Unfinished Shelve				
Four (4)		14" Tie Shelve				
Four (4)		16" Tie Shelve				
Four (4)		18" Tie Shelve				
EQUIPMENT LOCATION:	Annapolis Plaza 150 M Jennifer Road Annapolis, Anne Arundel County, MD 21401					\$43,538.63
Thirty-seven (37)		10" Reg Base				758.50

Above Equipment to include all attachments & accessories. TOTAL: \$44,297.13

<b>FIDELCOR SERVICES INC.</b> (Lessor)	Windsor Shirt Company (Lessee)
By: <u>[Signature]</u> (Signature)	By: <u>X [Signature]</u> (Signature)
<u>Leasing Office Asset Manager</u> (Title)	<u>PRES</u> (Title)
<u>05-27-88</u> (Date)	<u>5/25/88</u> (Date)

BOOK 529 PAGE 271

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #255722 Dated 2/27/85

Record Reference Liber #483 Page #12

2. DEBTOR:

Name: Chesapeake Travel, Inc. T/A Travel Agents International  
(Last Name First)

ADDRESS: Severna Park I, 844 Ritchie Highway, Severna Park, Md. 21146

3. SECURED PARTY IS:

NAME: Union Trust Co. of Md.

ADDRESS: 511 Crain Highway, S.E., Glen Burnie, Md. 21061

RECORD FEE 10.00

POSTAGE .50

#307490 0345 R01 T11:17

07/11/88

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO: DEBTOR'S ADDRESS  
SEE ABOVE

SECURED PARTY

Union Trust Co. of Md. Now Known As Signet Bank/Md.

BY: [Signature] MGR  
Ronald M. Telle, Jr. (TITLE)  
Manager

DATED: 07-05, 1988

*Nancy L. Keenan*  
*504 Andrew Hill Rd.*  
*Arnold, Md 21012*

10-  
50

FINANCING STATEMENT

Identifying File No: 273681

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ See attached

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Filed with County of Anne Arundel

Name PGL Industries, Inc.  
Address 1981 Marcus Avenue, Lake Success, New York 11042  
AND 309 North Charles Street, Baltimore, MD 21201

2. SECURED PARTY

Name Citicorp North America, Inc.  
Address 450 Mamaroneck Avenue  
Harrison, New York 10528

Person And Address To Whom Statement Is To Be Returned If Different From Above.  
Louis T. Mangan, Esq., c/o Rogers & Wells  
200 Park Avenue, New York, New York 10166

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All of Debtors accounts, inventory, machinery, equipment, fixtures, general intangibles, chattel paper, instruments, documents and other property, including the products and proceeds of the foregoing, whether now owned and existing or hereafter acquired or arising and wheresoever located, all as more particularly described on Schedule 1 attached hereto and made a part hereof.

Name and address of Assignee  
NONE

CHECK  THE LINES WHICH APPLY

- 6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

PROW  
11/10  
1.50  
#172620 CTTT 004 11/10/05  
07/11/08  
TLO

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

PGL INDUSTRIES, INC. Gordon Gerard

Type or Print Above Signature on Above Line

CEO

(Signature of Secured Party)

Steven Fischer V.P.  
CITICORP NORTH AMERICA, INC. V.P.

Type or Print Above Signature on Above Line

135.50

Rider A Attaching To and  
Forming a Part of  
Financing Statement on Form UCC-1

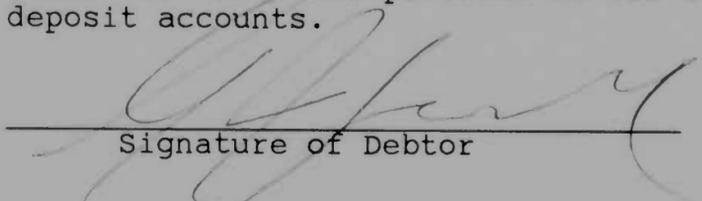
between

PGL Industries, Inc., Debtor

and

Citicorp North America, Inc., Secured Party

All of the Debtor's present and future: accounts, contract rights, chattel paper, and general intangibles (including, but not limited to, tax refunds and rights to receive tax refunds, insurance proceeds, patents and patent applications, copyrights, licenses, trademarks, trade names, customer lists, rights of indemnification, contribution and subrogation, royalties, computer programs, tapes and software, deposits, progress payments, blueprints and know-how), notes, instruments, deposit accounts; inventory of every kind and nature and wherever located, including, but not limited to, raw materials, work in process, finished goods, consigned goods to the extent of Debtor's interest therein, packing materials and advertising materials and all documents, documents of title and all records, files and writings relating to the same; all machinery, equipment, kilns, forms, office machinery, furniture, fixtures, conveyors, tools, materials storage and handling equipment, automotive equipment, trucks, forklifts, molds, dies, stamps, motor vehicles and other equipment of every kind and nature and wherever situated now or hereafter owned by Debtor or in which Debtor may have any interest (to the extent of such interest), together with all additions and accessions thereto, all replacements and all parts therefor, all manuals, blueprints, know-how, warranties and records in connection therewith, and together with all substitutes for any of the foregoing, all of the Debtor's rights and property in or with respect to letters of credit opened for or on behalf of Debtor and in the merchandise and documents relating thereto, including letters of credit, acceptances, documents of title, trust receipts, the merchandise covered thereby and the proceeds from the disposition thereof; all records and files relating to all of the foregoing, all Debtor's property of any kind in the possession or under the custody or control of Secured Party or any affiliate or correspondent of Secured Party or in which such affiliate may have a security interest or title retention interest; and all proceeds of all of the foregoing, including deposit accounts.

  
\_\_\_\_\_  
Signature of Debtor

To: Clerk of the Court for Anne Arundel County

Enclosed for filing ~~15~~ <sup>151</sup> UCC-1 Financing Statements  
for PGL Industries, Inc. (the "Debtor");

The Debtor does business in more than one county in  
Maryland. Therefore, the recordation tax has been paid for this  
filing to the State of Maryland Department of Assessments and  
Taxation.

PGL INDUSTRIES, INC.  
(Debtor)

Dated: July 6, 1988

By:   
David Savitsky  
Secretary/Treasurer

Anne Arundel County  
FINANCING STATEMENT

Identifying File No. 273095

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 110,000.00

If this statement is to be recorded in land records check here.

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (S)

Name Crofton Muffler, Inc. T/A Midas Muffler  
Address 1101 Route 3 North Crofton Auto Park, Crofton, Maryland

2. SECURED PARTY

Name FARMERS & MERCHANTS BANK OF HAGERSTOWN  
Address 59 West Washington Street, P.O. Box 919  
Hagerstown, Maryland 21741

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All of the Obligor's inventory, equipment and fixtures now owned and hereafter acquired, together with proceeds and products thereof.

RECORD FEE 12.00  
RECORD TAX 170.00  
POSTAGE .50  
TOTAL 182.50  
07/11/80  
JEW

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- 6.  The Security Agreement executed in connection with this Financing Statement secures existing and future indebtedness.
  - (Proceeds of collateral are also covered)
  - (Products of collateral are also covered)

DEBTOR(S):  
CROFTON MUFFLER, INC.  
T/A MIDAS MUFFLER  
By: Joseph M. Sipocz, President

SECURED PARTY:  
Farmers & Merchants Bank of Hagerstown  
By: Susan S. Rickett  
Title: Vice President

Mr. Clerk: Return to Farmers and Merchants Bank of Hagerstown  
59 West Washington St., P.O. Box 919, Hagerstown, Maryland 21741

12-  
770 50

273686

529 PAGE 278

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Maturity Date (Optional)

Debtor and social security or IRS emp. ID number and Address

Secured Party and Address

Video Computer Svc.  
Jim Bramble PRES  
326B Rt. 3 South  
Millersville, MD 21108

Sencore Inc.  
3200 Sencore Drive  
Sioux Falls, SD 57017

7-7-88

RECORD FEE 12.00  
#172670 CFTT R04 T14-08  
07/11/88  
FW

This financing statement covers the following types (or items) of property

Sencore Equipment

1 FS74	1 SCR250
1 FC71	1 RG67
1 SR68	1 PA241
1 ST65	

For Filing Officer (Date, Time, Number, and Filing Office)

Assignee of secured party

Describe real estate (if collateral is crops) The above described crops are growing or are to be grown on, OR (if collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed to

Not Subject to recordation taxes.  
(Purchase money mortgages)

Check (X) if covered  Proceeds of collateral are also covered  Products of collateral are also covered

Number of additional sheets, if any

Filed with

Video Computer Svc.

Sencore Inc.

By Signature of Debtor

By Signature of Secured Party

JAMES BRAMBLE-PRESIDENT

KAREN VIERECK SECURED PARTY

Form SD UCC 310 07/80

UCC 1 - SOUTH DAKOTA UNIFORM COMMERCIAL CODE

Approved by Secretary of State, State of South Dakota.

(1) FILING OFFICER COPY - ALPHABETICAL 17

**FINANCING STATEMENT** FORM UCC-1

Identifying File No. 273687

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ None

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

FORM 520 PAGE 277

1. DEBTOR Craig M. Sharp D/B/A  
Name Sharp Chiropractic & Nutrition Center  
Address 520 Melrose Lane Severna Park, MD 21146

2. SECURED PARTY  
Name MIDLANTIC COMMERCIAL LEASING CORP.  
Address 225 West 34th Street, New York, N. Y. 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A"

RECORD FEE 12.00  
HIT2590 C777 204 114110  
07/11/08

TBW

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Craig M. Sharp  
(Signature of Debtor)

Craig M. Sharp  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

J Banks  
(Signature of Secured Party)

MIDLANTIC COMMERCIAL LEASING CORP.  
I BANKS

\_\_\_\_\_  
Type or Print Above Signature on Above Line

18-

Schedule referred to in and made part of agreement dated \_\_\_\_\_  
 between \_\_\_\_\_ and **MIDLANTIC COMMERCIAL LEASING CORP.**  
LESSOR

QUANTITY	SERIAL NO.	DESCRIPTION (MFG. MODEL No.)	AMOUNT
4	9011M	Single Seater Modular Unit	
3	9012M	Two Seater Modular Unit	
1	9110-LA	Left Arm	
1	9110-RA	Right Arm	
4	9110-CA	Center Arm	
2	9110-LT	Left Table Arm	
2	9110-RT	Right Table Arm	
2	9010-CT	Corner Table W/Wood Trim	
1	Custom	Worksurface 19.9"x2' W/ (3) Box	
1	Custom	Lower Unit 10' 11" x 2' x 36'H Doors	
6	Custom	Mobile Cabinet 18" x 18" x 42" Single Hinged Door	
12	13121P-K	Chart Holder W/Steel Back	
6	Type 2/201	Coat Hook Mounting Bar	
6	420P-A	Quartz "Gothic" Clock	
1	664K-B-A-A	Wall Mounted Magazine Rack	
1	NOR36/ERG1	36" Laminate Table Top W/"X"	
2	CAN501	Vinyl Stacker Chair	
4	365-X-400	(4) Drawer Lateral File W/15" Doors	
16	612RS	Roll Out Shelf For Above	
18	6CF	Compressor For Above	
4	3066	Storage Cabinet W/(3) Adjust. Shelves	
8	6F-125	Base for Laterals & Store. Cabinets	
24	55-04-509	Wire Dividers	
7	N-1	Harter Martin Stoll Chair	
6	CAN502	STACKING Armchair	
1	Custom	Work Table 2' x 6' w/overhead shelf	
1	Custom	Rounded Counter Top with Wood Trim	

**MIDLANTIC COMMERCIAL LEASING CORP.**  
LESSOR

*Craig M. Steep*  
LESSEE

TITLE

*Pres*  
 TITLE

TERMINATION STATEMENT

BOOK 529 PAGE 279

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #265779 Dated 2-3-87

Record Reference Book 507 Page 329

2. DEBTOR:

Name: Coastal Communications, Inc.  
(Last Name First)

ADDRESS: Route 11 532 Ridge Road Annapolis, Md. 21401

3. SECURED PARTY IS:

NAME: Signet Bank/Md. f/k/a Union Trust Co. of Md.

ADDRESS: P.O. Box 17063 Baltimore, Md. 21203

RECORD FEE 10.00  
POSTAGE .50  
#172100 6777 004 114-11  
07/11/87

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO: DEBTOR'S ADDRESS  
SEE ABOVE

SECURED PARTY

Signet Bank/Md. f/k/a Union Trust Co. of Md.

BY: [Signature] (TITLE)

DATED: 6/22, 1988

15-

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es)  Cummings, Douglas M. C&L Farm 236 Kilmarnock Drive Millersville, MD 21108	2. Secured Party(ies) and address(es)  Gainesway Farm, Inc. P.O. Box 11690 Lexington, KY 40577-1690	3. For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 10.00 POSTAGE .50 #12210 OTTT R04 714:11 07/11/88

7. This statement refers to original Financing Statement No. 265067 filed (date) 12-2-86 with Anne Arundel Co. Maryland

8.  A. Continuation The original Financing Statement bearing the above file number is still effective  
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.  
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:  
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:  
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)  
 F. Other

..... Gainesway Farm, Inc. ....  
 By .....  
 Signature(s) of Debtor(s) (only on amendment)      Signature(s) of Secured Party(ies)



**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee:  
 Name DEVESE, INC., T/A FISHPAW'S LIQUORS  
 Address 954 Ritchie Hwy., Arnold, MD 21010

2. SECURED PARTY Lessor:  
 Name Century Equipment Leasing Corporation  
 Address P.O. Box 157, Willow Grove, PA 19090

RECORD FEE 12.00  
 RECORD TAX 24.00  
 POSTAGE .50  
 ELECTRO LEASE 204 114112  
 6/11/78  
 STB

*Return To* →

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(1) Electro Freeze Soft Serve Machine #55TF Name and address of Assignee  
 New Jersey National Bank  
 CN-1  
 Pennington, NJ 08534  
*SIN FT 1678*

"TOTAL RECEIVABLE \$11,525.76."

**CHECK  THE LINES WHICH APPLY**

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

\_\_\_\_\_  
 (Signature of Debtor)

Type or Print Above Name on Above Line  
*Kimberly Lawson*  
 Kimberly Lawson, Sec. Treas.  
 DEVESE, INC.  
 T/A FISHPAW'S LIQUORS  
 Type or Print Above Signature on Above Line

*Andy Haggerty* Asst. Secy.  
 (Signature of Secured Party)  
 Century Equipment Leasing Corporation  
 Type or Print Above Signature on Above Line

*12-84-00*

STATE OF MARYLAND  
FINANCING STATEMENT FORM 529 PAGE 283

Identifying File No: 273891

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ Lessee:

Name INTERCOASTAL SE, INC.  
Address 2246 Bay Ridge Ave., Annapolis, MD 21403

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation  
Address P.O. Box 157, Willow Grove, PA 19090

*Return to* →

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- (1) Lincoln Weldan Power 150 Welder
- (1) Miller MIG Welder SideKick

*SIN A 1111333*

Name and address of Assignee  
Meridian Bank  
5 Penn Ctr Plaza, 3rd Fl.  
Philadelphia, PA 19103

"TOTAL RECEIVABLE \$2,988.00."

RECORD FEE 11.00  
RECORD TAX 21.00  
#172740 0777 004 114913  
07/11/88  
*TSJ*

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

\_\_\_\_\_  
(Signature of Debtor)  
\_\_\_\_\_  
Type or Print Above Name on Above Line  
*X* Georges Dherfin (Signature of Debtor) President  
INTERCOASTAL SE, INC.  
Type or Print Above Signature on Above Line

*Dandy Haggerty* Asst. Secy.  
\_\_\_\_\_  
(Signature of Secured Party)  
Century Equipment Leasing Corporation  
Type or Print Above Signature on Above Line

*210*

STATE OF MARYLAND

BOOK 529 PAGE 284

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 095530 C777 T15:33  
RECORDED IN LIBER 524 FOLIO 480 ON 3/23/88 FILED WITH ANNAPOLIS COUNTY, MD (DATE)

1. ~~DEBTOR~~ LESSEE: #15755.01  
Name B/R INSTRUMENT CORPORATION  
Address P. O. Box 7, Pasadena, MD 21122

2. ~~SECURED PARTY~~ LESSOR  
Name HBE LEASING CORPORATION  
Address P. O. Box 27340, 11330 Olive Street Road, St. Louis, MO 63141  
same as above  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_ RECORD FEE 10.00  
#157550 C777 R09 T14417  
07/11/88

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> XXX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNEE: EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE 120 S. La Salle Street Chicago, IL 60603 GP #PA</p> <p>ALL COLLATERAL AS LISTED ON THE ORIGINAL FILING</p>	

HBE LEASING CORPORATION

Dated \_\_\_\_\_

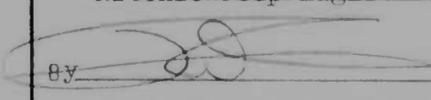
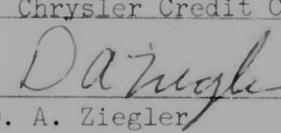
LS # V DE MAR 8861  
1988 JUN 30 A 9 51

*G. H. Duello*  
(Signature of Secured Party) LESSOR  
G. H. Duello, Secretary/Controller  
Type or Print Above Name on Above Line

1580

273693

BOOK 529 PAGE 285

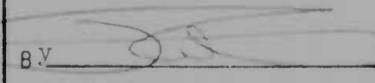
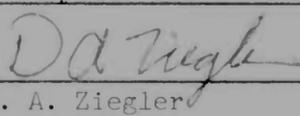
This Financing Statement is presented for filing pursuant to the Uniform Commercial Code		Maturity date (if any)
1. Debtor(s) Name(s) (Last Name First)  Ritchie Jeep Eagle		2. Debtor(s) Complete Address(es)  7234 Ritchie Highway Glen Burnie, Md. 21061
3. Secured Party(ies) and Complete (Address(es))  CHRYSLER CREDIT CORPORATION P.O. Box 995 Green Farms, Ct. 06436  ATT: Credit & Collection Dept.		4. Assignee(s) of Secured Party(ies) and Complete Address(es)
5. This Financing Statement covers the following types (or items) of property (Describe)  Chief EZ Liner II Model AMCE5 Serial # E 27552		
6. <input checked="" type="checkbox"/> Proceeds of collateral are also covered	7. <input checked="" type="checkbox"/> Products of collateral are also covered	No. of additional sheets presented
8. Filed with Circuit Court Clerk of Anne Arundel County, Other _____		RECORD FEE 11.00 POSTAGE .50 M12790 L777 R04 T14410 07/11/00
9. Transaction is <input type="checkbox"/> is not <input checked="" type="checkbox"/> (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If answer is affirmative, the amount of the initial principal debt is \$ _____		
10. This Financing Statement shall be returned, after recordation, to the Secured Party, shown above, or to		
SIGNATURE(S) OF DEBTOR(S)  A Ritchie Jeep Eagle  BY   R. G. Manns, President FILING OFFICER COPY		SIGNATURE OF SECURED PARTY(IES) OR ASSIGNEES  Chrysler Credit Corporation  By  D. A. Ziegler  Title Branch Manager
TYPE OR PRINT NAMES CLEARLY BELOW SIGNATURES		

**PLEASE RETURN TO:**  
**CHRYSLER CREDIT CORP.**  
 P. O. BOX 10015  
 TOWSON, MD 21204

1/50

273631

529 PAGE 286

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code		Maturity date (if any)
1. Debtor(s) Name(s) (Last Name First)  Dealers Outlet, Inc. DBA Ritchie Jeep Eagle		2. Debtor(s) Complete Address(es)  7234 Ritchie Highway Glen Burnie, Md. 21061
3. Secured Party(ies) and Complete (Address(es))  CHRYSLER CREDIT CORPORATION P.O. Box 995 Green Farms, Ct. 06436  ATT: Credit & Collection Dept.		4. Assignee(s) of Secured Party(ies) and Complete Address(es)
5. This Financing Statement covers the following types (or items) of property: (Describe)  Chief EZ Liner II Model AMCE5 Serial # E27552		RECORDED FILED 12:00 #112770 CTT 004 114-10 07/11/80 POSTAGE .30 #112780 CTT 004 114-10 07/11/80 EW
6. <input checked="" type="checkbox"/> Proceeds of collateral are also covered.	7. <input checked="" type="checkbox"/> Products of collateral are also covered.	No. of additional sheets presented: _____
8. Filed with Circuit Court Clerk of Anne Arundel County; Other _____		
9. Transaction is <input type="checkbox"/> is not <input checked="" type="checkbox"/> (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If answer is affirmative, the amount of the initial principal debt is \$ _____		
10. This Financing Statement shall be returned, after recordation, to the Secured Party, shown above, or to		
SIGNATURE(S) OF DEBTOR(S): Dealers Outlet, Inc. A DBA Ritchie Jeep Eagle  BY  R. G. Manns, President FILING OFFICER COPY		SIGNATURE OF SECURED PARTY(IES) OR ASSIGNEES: Chrysler Credit Corporation By  D. A. Ziegler Title: Branch Manager
TYPE OR PRINT NAMES CLEARLY BELOW SIGNATURES		

PLEASE RETURN TO:  
 CHRYSLER CREDIT CORP.  
 P. O. BOX 10015  
 TOWSON, MD 21204

12

273695

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Chartwell Golf & Country Club 1 Chartwell Drive Severna Park, MD 21146	(2) Secured Party(ies) (Name(s) And Address(es)) Melex USA, Inc. 1221 Front Street Raleigh, NC 27609	RECORD FEE 11.00 POSTAGE .50 #172810 0777 R34 T14:19 07/11/98 TSC
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

Fifteen (15) Model 252 Melex 4-wheel electric golf cars with batteries, tops and chargers with the following serial nos: 177745 177746 177747 177748 177749 177750 177751 177752 177753 177754 177759 177761 177763 177764 177765

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) Chartwell Golf & Country Club  X (By) <i>R. B. Oppenheimer</i> Standard Form Approved by N.C. Sec. of State and other states shown above.	Melex USA, Inc. (By) <i>Allyson J.</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	Secured Party(ies) [or Assignees]
---	---	-----------------------------------

(1) Filing Officer Copy - Numerical

UCC-1

11.50

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271362

RECORDED IN LIBER 522 FOLIO 225 ON 1/21/88 (DATE)

RECORD FEE 10.00  
POSTAGE .50  
0227160 (EST) REC'D 10:09  
07/12/88

1. DEBTOR

Name Piping and Corrosion Specialties, Inc.  
Address 8371 Jumpers Hole Road, Millersville, MD.

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc. F/K/A Credit Alliance, Corporation  
Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Partial Release only of the following: All goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture and fixtures, except the following: One (1) 1982 Ford Model F700 Truck with Crane S/N 1FDNK74N8CVA38626 with Pittman Model HL85, S/N 3195-0170</p>	

Dated 6/29/88

First Interstate Credit Alliance, Inc.  
F/K/A Credit Alliance Corporation

(Signature of Secured Party)

Type or Print Above Name on Above Line  
**LARRY F. KIMMEL, ADMIN. V.P.**

1000

STATE OF MARYLAND

Anne Arundel County

BOOK 529 PAGE 289

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 218301

RECORDED IN LIBER 387 FOLIO 130 ON 5/22/78 (DATE)

1. DEBTOR

Name Cascade Corporation T/A The Boat House

Address 7090 Furnance Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation

Address P.O. Box 3190, Annapolis, MD 21403

RECORD FEE 10.00  
POSTAGE .50  
4207170 1237 MD 139110  
07/12/88

EDM

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment   
(Indicate whether amendment, termination, etc.)

Please amend debtor's address to include: 8032 Forest Glen Drive, Pasadena, MD 21122, additional location of collateral. The name Borg-Warner Acceptance Corporation has been changed to Transamerica Commercial Finance Corporation.

Cascade Corporation T/A The Boat House

1053  
Barbara P. Springston V.P.

Dated 6/3/88

Borg-Warner Acceptance Corporation

J.N. Merker  
(Signature of Secured Party)

J.N. Merker, District Control Mgr.

Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 082480.

RECORDED IN LIBER 518 FOLIO 313 ON 9/25/87 (DATE)

RECORD FEE 10.00  
POSTAGE .50  
ADDP160 1237 602 109128  
07/12/88

1. DEBTOR

Name Peter DeSilva T/A Viking Boat Supplies  
Address 320 Sixth ST., Annapolis, MD 21403

PUM

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation  
Address P.O. Box 3190  
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment   
(Indicate whether amendment, termination, etc.)

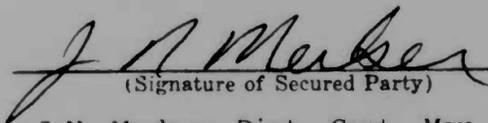
Please amend debtor's name to read DeSilva, Peter T/A Viking Boat Supplies

DeSilva, Peter T/A  
Viking Boat Supplies

  
Peter DeSilva, Owner

Borg-Warner Acceptance Corporation

Dated December 16, 1987

  
(Signature of Secured Party)

J.N. Merker, Dist. Cont. Mgr.  
Type or Print Above Name on Above Line

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:  
File No. 1951287 Dated 8/31/82  
Record Reference Film 2552 Folio 21267  
Maryland State Department of Assessments and Taxation

2. DEBTOR is:  
Name: Jet Blast, Inc.  
Address: 6800 Fort Smallwood Road, Baltimore, MD 21226

3. SECURED PARTY is:  
Name: Maryland National Bank  
Address: 8480 Fort Smallwood Road, Pasadena, MD 21122  
Attn: Carl G. Hornfeck

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RECORD FEE 10.00  
POSTAGE .50  
#145370 0040 R03 109:37  
07/12/88

RETURN TO: Signet Bank/Maryland  
Seven St. Paul Street  
P. O. Box 1077  
Baltimore, Maryland 21203  
Attn: Steven Zelenak (T1806)

*RNM*

SECURED PARTY:  
Maryland National Bank

By: *Mally M. Carmody*  
*Assistant Vice President*

Date: *June 7, 1988*

UCC-7

*10.00  
.50*

*CAA 229  
Return  
To:*

Guarantee Title Services, Inc.  
805 Equitable Building  
Towson, Maryland 21286

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:  
File No. 208473 Dated 2/22/83  
Record Reference Film 2575 Folio 00286  
Maryland State Department of Assessment & Taxation

2. DEBTOR is:  
Name: Jet Blast, Inc.  
Address: 6800 Fort Smallwood Road, Baltimore, MD 21226

3. SECURED PARTY is:  
Name: Maryland National Bank  
Address: 5 Crain Highway, Glen Burnie, MD 21061

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: Signet Bank/Maryland  
Seven St. Paul Street  
P. O. Box 1077  
Baltimore, Maryland 21203  
Attn: Steven Zelenak (T1806)

RECORD FEE 10.00  
POSTAGE .50  
#145380 0040 R03 109:37  
07/12/88

*RM*

SECURED PARTY:

Maryland National Bank

By: *Murray M. Casper*  
*Assistant Vice President*

Date: *June 7, 1988*

UCC-7

*10.00  
50*

*CAA 229  
Return to:*

Guarantee Title Services, Inc.  
805 Equitable Building  
Towson, Maryland 21204

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:  
File No. 51128491 Dated 4/22/85  
Record Reference Liber 2713 Folio 000546  
Maryland State Department of Assessments & Taxation

2. DEBTOR is:  
Name: Jet Blast, Inc.  
Address: 6800 Fort Smallwood Road, Baltimore, MD 21226

3. SECURED PARTY is:  
Name: Maryland National Bank  
Address: 5 Crain Highway, N.E., Glen Burnie, MD 21061  
Attn: Gary W. Tyrrell

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RECORD FEE 10.00  
POSTAGE .50  
#145390 C040 R03 109:37  
07/12/88

RETURN TO: Signet Bank/Maryland  
Seven St. Paul Street  
P. O. Box 1077  
Baltimore, Maryland 21203  
Attn: Steven Zelenak (T1806)

SECURED PARTY:

Maryland National Bank

By: Milly M. Carmody  
Assistant Vice President

Date: June 7, 1988

10.00  
.50  
UCC-7

CAA 229  
Return  
Guarantee Title Services, Inc.  
805 Equitable Building  
Towson, Maryland 21204

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 53478203 Dated 12/13/85

Record Reference Receipt #117B2000118  
Maryland State Department of Assessments & Taxation

2. DEBTOR is:

Name: Jet Blast, Inc.

Address: 7609 Energy Parkway, Suite 101, Baltimore, MD 21226

3. SECURED PARTY is:

Name: Maryland National Bank

Address: 5 Crain Highway, Glen Burnie, MD 21061  
Attn: Gary W. Tyrrell

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate and return the same to the party designated below:

RECORD FEE 10.00  
POSTAGE .50  
#145400 0040 R03 109:37  
07/12/88

RETURN TO: Signet Bank/Maryland  
Seven St. Paul Street  
P. O. Box 1077  
Baltimore, Maryland 21203  
Attn: Steven Zelenak (T1806)

*RHM*

SECURED PARTY:

Maryland National Bank

By: Mally M. Casmody  
Assistant Vice President

Date: June 7, 1988

10.00  
.50

UCC-7

CAA 229  
Return To:

Guarantee Title Services, Inc.  
805 Equitable Building  
Towson, Maryland 21204

CAA 229

BOOK 529 PAGE 295

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 235562 Dated November 17, 1980

Record Reference 11/24/80 Anne Arundel County Liber 431 folio 494

2. DEBTOR:

Name: Jet Blast, Inc.  
(Last Name First)

ADDRESS: 6800 Fort Smallwood Road, Baltimore, Maryland 21226

3. SECURED PARTY IS:

NAME: Signet Bank/Maryland (formerly Union Trust Company of Maryland)

ADDRESS: 7 St. Paul Street, Baltimore, Maryland 21202

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

10.00  
POSTAGE .50  
#145410 C040 R03 T09:38  
07/12/88

RETURN TO: DEBTOR'S ADDRESS Jet Blast, Inc.  
6800 Fort Smallwood Road  
Baltimore, Maryland 21226

SECURED PARTY

SIGNET BANK/MARYLAND

BY: Gordon DeGeorge  
(TITLE)  
GORDON DeGEORGE  
Vice President

DATED: 7 June, 19 88

10.00  
.50

Return to:

Guaranty Services, Inc.  
805 Equitable Building  
Towson, Maryland 21204

CAA 229

BOOK 529 PAGE 296

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:  
File No. 244118 Dated 9/2/82  
Record Reference Liber 453 Page 512 Clerk of Circuit Court of Anne Arundel County, MD

2. DEBTOR is:  
Name: Jet Blast, Inc.  
Address: 6800 Fort Smallwood Road, Baltimore, MD 21226

3. SECURED PARTY is:  
Name: Maryland National Bank  
Address: 8480 Fort Smallwood Road, Pasadena, MD 21122  
Attn: Carl G. Hornfeck

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RECORD FEE 10.00  
POSTAGE .50  
#145420 0040 R03 109:39  
07/12/88

RETURN TO: Signet Bank/Maryland  
Seven St. Paul Street  
P. O. Box 1077  
Baltimore, Maryland 21203  
Attn: Steven Zelenak (T1806)

SECURED PARTY:  
Maryland National Bank

By: Mally M. Carmody  
Assistant Vice President

Date: June 7, 1988

UCC-7

10.00  
.50

Returned:

Guarantee Title Services, Inc.  
805 Equitable Building  
Towson, Maryland 21204

CAA 229

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

- 1. This Termination Statement shall apply to Original Financing Statement:  
 File No. 246222 Dated 2/16/83  
 Record Reference Liber 459 Page 131 Clerk of Circuit Court of Anne Arundel County
- 2. DEBTOR is:  
 Name: Jet Blast, Inc.  
 Address: 6800 Fort Smallwood Road, Baltimore, MD 21226
- 3. SECURED PARTY is:  
 Name: Maryland National Bank  
 Address: 5 Crain Highway, Glen Burnie, MD 21061

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RECORD FEE 10.00  
POSTAGE .50  
#145430 0040 R03 109:39  
07/12/88

TEW

RETURN TO: Signet Bank/Maryland  
Seven St. Paul Street  
P. O. Box 1077  
Baltimore, Maryland 21203  
Attn: Steven Zelenak (T1806)  
SECURED PARTY:

Maryland National Bank  
By: Mally M. Carmody  
Assistant Vice President  
(Title)

Date: June 7, 1988

UCC-7

10.00  
.50

Return to:

Guarantee Title Services, Inc.  
805 Equitable Building  
Towson, Maryland 21204

CAA-225

BOOK 529 PAGE 298

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 256127 Dated 4/12/85

Record Reference Liber 484 Page 21 Clerk of Circuit Court of Anne Arundel County

2. DEBTOR is:

Name: Jet Blast, Inc.

Address: 6800 Fort Smallwood Road, Baltimore, MD 21226

3. SECURED PARTY is:

Name: Maryland National Bank

Address: 5 Crain Highway, N.E., Glen Burnie, MD 21061  
Attn: Gary W. Tyrrell

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RECORD FEE 10.00  
POSTAGE .50  
#145440 0040 R03 109:39  
07/12/88

RETURN TO: Signet Bank/Maryland  
Seven St. Paul Street  
P. O. Box 1077  
Baltimore, Maryland 21203  
Attn: Steven Zelenak (T1806)

SECURED PARTY:

Maryland National Bank

By: Mally M. Carmody  
Assistant Vice President (Title)

Date: June 7, 1988

UCC-7

10.00  
.50

Returned:

Guarantee Title Services, Inc.  
805 Equitable Building  
Towson, Maryland 21204

CAA-229

BOOK 529 PAGE 299

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

- 1. This Termination Statement shall apply to Original Financing Statement:  
 File No. 259584 Dated 12/11/85  
 Record Reference Liber 492 Page 415 Clerk of Circuit Court of Anne Arundel County, Maryland
- 2. DEBTOR is:  
 Name: Jet Blast, Inc.  
 Address: 7609 Energy Parkway, Suite 101, Baltimore, MD 21226
- 3. SECURED PARTY is:  
 Name: Maryland National Bank  
 Address: 5 Crain Highway, Glen Burnie, MD 21061

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: Signet Bank/Maryland  
Seven St. Paul Street  
P. O. Box 1077  
Baltimore, Maryland 21203  
Attn: Steven Zelenak (T10806)

RECORD FEE 10.00  
POSTAGE .50  
#145450 0040 R03 109:40  
07/12/88  
TEW

SECURED PARTY:  
Maryland National Bank

By: Molly M. Carmody  
Assistant Vice President  
Date: June 7, 1988

UCC-7  
10.00  
50

Return to:

Guarantee Title Services, Inc.  
805 Equitable Building  
Towson, Maryland

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14019

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 79,2150.06

If this statement is to be recorded in land records check here. [ ]

This financing statement Dated 4-26-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILLIAM E CRANE & RICHARD I HUNT
Address 5639 TORQUAY BEACH WAY LINTHICUM, MD 21086

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 697
CLEV BURNET, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

\*CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

COLE CLIMS
STEREO ECG (2)
TELEVISION
VCR

CHECK [X] THE LINES WHICH APPLY

- 5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[ ] (Proceeds of collateral are also covered)
[ ] (Products of collateral are also covered)

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50
#145520 0040 R03 109-51
07/12/88

12.00
17.50
.50
-----
30.00

William E. Crane
(Signature of Debtor)

WILLIAM E CRANE
Type or Print Above Name on Above Line

Richard Hunt
(Signature of Debtor)

RICHARD I HUNT
Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN C.S.E.
Type or Print Above Signature on Above Line

12
17.50
.50

TW

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 6-28-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES L. CLEMENS  
Address 2112 BIRCH RD. FREDERICK, MD. 21702

2. SECURED PARTY

Name MCO COMMERCIAL SERVICES  
Address P.O. BOX 887  
CLON BUREAU, MD. 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

11.00  
35.00  
1.50  
46.50

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

RECORD FEE 11.00  
RECORD TAX 35.00  
POSTAGE .50  
#145530 0040 R03 109:52  
07/12/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James Clemens  
(Signature of Debtor)

JAMES L. CLEMENS  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan  
(Signature of Secured Party)

GINA JORDAN, C.S.P.  
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 293706

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2054.75

If this statement is to be recorded in land records check here.

This financing statement Dated JUNE 22, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

#14172

1. DEBTOR

Name GEORGE AND MARJORIE SHIPLEY

Address 8040 WINDING WOOD RD #13 GLEN BURNIE, MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 947 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

12.00  
21.00  
33.00

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

RECORD FEE 12.00  
RECORD TAX 21.00  
POSTAGE .50  
#145540 C040 R03 109:52  
07/12/88

*George Shipley*  
(Signature of Debtor)

GEORGE SHIPLEY

Type or Print Above Name on Above Line

*Marjorie Shipley*  
(Signature of Debtor)

MARJORIE SHIPLEY

Type or Print Above Signature on Above Line

*Monica D. Carter*  
(Signature of Secured Party)

MONICA CARTER CSR

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 121160

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1600.00

If this statement is to be recorded in land records check here.

This financing statement Dated 6-16-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ELIZABETH A. BROWN
Address 126 DUNLAP RD. PASADENA, MD. 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 202
GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

ART, BICYCLE, JEWELRY, TV, VCR

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#145550 0040 R03 109:53
07/12/89

11.00
14.00
.50
25.50

Elizabeth A. Brown
(Signature of Debtor)

ELIZABETH A. BROWN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN C.S.P.

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2002792

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1275.00

If this statement is to be recorded in land records check here.

This financing statement Dated 5/20/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ALAN W. & VANESSA M. HINKLEY
Address 7207 E. AFTON CT. HANOVER, MD. 21076

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 907
OLEN BUEATS, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

HYPER
VCR
TV

12.00
14.00
.50
26.50

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORD FEE 12.00
RECORD TAX 14.00
POSTAGE .50
#145560 0040 R03 109:54
07/12/88

(Signature of Debtor) Alan W. Hinkley

Type or Print Above Name on Above Line

(Signature of Debtor) Vanessa M. Hinkley

Type or Print Above Signature on Above Line

(Signature of Secured Party) Gina Jordan

Type or Print Above Signature on Above Line

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3160.52

If this statement is to be recorded in land records check here.

This financing statement Dated JUNE 14, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

#14155

Name HOWARD REUWER

Address 7121 BALTO & ANNAP BLVD GLEN BURNIE, MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 297 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00  
RECORD TAX 24.50  
POSTAGE .50  
#145570 0040 R03 109:54  
07/12/88

TW

11.00  
24.50  
.50  
36.00

Howard Reuwer  
(Signature of Debtor)

HOWARD REUWER  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter  
(Signature of Secured Party)

MONICA CARTER CSR

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1515.00

If this statement is to be recorded in land records check here. [ ]

This financing statement Dated 6-02-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RAYMOND C. WILMOUTH

Address 4427-2 MOUNTAIN RD. PASADENA, MD, 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD, 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Liquidation of TV

Name and address of Assignee

CHECK [X] THE LINES WHICH APPLY

5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[ ] (Proceeds of collateral are also covered)

[ ] (Products of collateral are also covered)

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#145580 0040 R03 109:55
07/12/88

Raymond C. Wilmoth
(Signature of Debtor)

RAYMOND C. WILMOUTH
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN C.S.P.
Type or Print Above Signature on Above Line

11.00
14.00
.50
25.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1269.98

If this statement is to be recorded in land records check here.

This financing statement Dated 6-10-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILLIAM L. MAYNELL
Address 8260 BALTO & ANNAP BLVD, PASADENA, MD, 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997
GLEN BURNIE, MD, 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Biogels, Telephones, Guitars, Exp. Photo Equip, TV,
Tools, Workshop Equip.

Name and address of Assignee

Handwritten calculations: 11.00, 10.50, .50, 22.00

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
#145590 0040 R03 109:57
07/12/88

Signature of Debtor

WILLIAM L. MAYNELL
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

CHIA JORDAN, C.S.R.
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270712

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3927.33

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 27, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SEVERN AND LOUISE JOHNSON

Address 949 DIGGS RD CROWNSVILLE MD 21032

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX X 987 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee: \_\_\_\_\_

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

*Antique Table & Chair  
Mirror  
Stereos  
TV  
VCR*

CHECK  THE LINES WHICH APPLY

*12.00  
28.00  
1.50*

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 12.00  
RECORD TAX 28.00  
POSTAGE .50  
#145600 0040 R03 T09:58  
07/12/88  
*TEW*

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Severn Johnson*  
\_\_\_\_\_  
(Signature of Debtor)

SEVERN JOHNSON

Type or Print Above Name on Above Line

*Louise Johnson*  
\_\_\_\_\_  
(Signature of Debtor)

LOUISE K JOHNSON

Type or Print Above Signature on Above Line

*Mary K Bryant*  
\_\_\_\_\_  
(Signature of Secured Party)

MARY K BRYANT ADMIN ASST

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 210113

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1327.91

If this statement is to be recorded in land records check here.

This financing statement Dated 5-20-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BENJAMIN F. EVANS

Address 8063 GREEN ORCHARD RD. GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Excess Equip  
Saxophone  
Camera  
Stereo Equip  
T.C.K.

Name and address of Assignee  
RECORD FEE 11.00  
RECORD TAX 10.50  
POSTAGE .50  
#145610 0040 R03 109:59  
07/12/88

11.00  
10.50  
- .50  
22.00

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
RECORD TAX 10.50  
POSTAGE .50  
#145620 0040 R03 110:00  
07/12/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Benjamin F. Evans  
(Signature of Debtor)

BENJAMIN F. EVANS  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan  
(Signature of Secured Party)

GINA JORDAN C.S.R.

Type or Print Above Signature on Above Line

Tew

FINANCING STATEMENT FORM UCC-1

Identifying File No. 10171

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 6-27-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PATRICIA T. THOMPSON
Address P.O. BOX 94 ST. HEATS, MD. 20755

2. SECURED PARTY

Name AMCO FINANCIAL SERVICES
Address P.O. BOX 907
GLEN BURKE, MD. 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#145830 0040 R03 110:01
07/12/88

TEW

(Signature of Debtor)

Type or Print Above Name on Above Line

Patricia Thompson
(Signature of Debtor)

PATRICIA T. THOMPSON

Type or Print Above Signature on Above Line

(Signature of Secured Party)

JOYCE RALEY MCP.

Type or Print Above Signature on Above Line

Joyce M. Raley
(Signature of Secured Party)

11.00
14.00
.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1465.54

If this statement is to be recorded in land records check here.

This financing statement Dated JULY 5, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES BENSON

Address 8265 HUNSFIELD CIRCLE SEVERN, MD 21144

~~#1475~~  
#14213

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address 20 801 907 GLEN HURDIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CENTRAL HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00  
RECORD TAX 10.50  
POSTAGE .50  
#145640 0040 R03 110:02  
07/12/88

11.00  
10.50  
50  
22.00

James B. Benson  
(Signature of Debtor)

JAMES BENSON

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter  
(Signature of Secured Party)

MONICA CARTER CSR

Type or Print Above Signature on Above Line

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1775.07

If this statement is to be recorded in land records check here.

This financing statement Dated 7-20-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ERVIN L. & MARY C. ANDERSON

Address 318 BAYVIEW AV. PDCOATER, MD. 21027

2. SECURED PARTY

Name ANCO FINANCIAL SERVICES

Address P.O. BOX 997

CLEV BIRNITE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

BRANDERBROOK FURNITURE

12.00  
14.00  
1.30  
26.30

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 12.00  
RECORD TAX 14.00  
POSTAGE .30  
#145760 0040 R03 111-10  
07/12/88

TEW

Ervin Anderson  
(Signature of Debtor)

ERVIN L. ANDERSON  
Type or Print Above Name on Above Line

Mary Carol Anderson  
(Signature of Debtor)

MARY C. ANDERSON  
Type or Print Above Signature on Above Line

Gina Jordan  
(Signature of Secured Party)

GINA JORDAN C.S.P.  
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273717

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1400.50

If this statement is to be recorded in land records check here.

This financing statement Dated JUNE 30, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LAWON DOTSON # 14198

Address 1025 S FRYAR LOOP FT WASHINGTON, MD 20785

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 697 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 11.00  
RECORD TAX 10.50  
POSTAGE .50  
#145770 C040 R03 111:11  
07/12/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Lawon A. Dotson*  
(Signature of Debtor)

LAWON DOTSON  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Monica D. Carter*  
(Signature of Secured Party)

MONICA CARTER CSR

Type or Print Above Signature on Above Line

11.00  
10.50  
.50  
22.00

FEW

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2500.00

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name \_\_\_\_\_  
Address \_\_\_\_\_

2. SECURED PARTY

Name \_\_\_\_\_  
Address \_\_\_\_\_

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

RECORD FEE 12.50  
#145790 0040 R03 T11:12  
07/12/88

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

12.00  
21.00  
.50  
33.50

RECORD FEE 12.00  
RECORD TAX 21.00  
POSTAGE .50  
#145790 0040 R03 T11:26  
07/12/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Robert Kennedy*  
(Signature of Debtor)

*Robert Kennedy*  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

18

*Joyce M. Raley*  
(Signature of Secured Party)

Joyce M. Raley  
Type or Print Above Signature on Above Line

50

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented: Sch 01
1. Debtor(s) (Last Name First) and address(es) Earnest and Associates, Inc. 7455 New Ridge Road, Ste N Hanover, MD 21076	2. Secured Party(ies) and address(es) TransFinancial Leasing Corp. The Steffey Bldg., Ste 200B 407 Crain Highway Glen Burnie, MD 21061	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE 50 #145860 0040 R03 112439 07/12/88 RHM

7. This statement refers to original Financing Statement No. 272023 bk-524 page-215 filed date 3/11/88 with Anne Arundel County

8.  A. Continuation The original Financing Statement bearing the above file number is still effective.  
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.  
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:  
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:  
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)  
 F. Other

ASSIGNEE: Perpetual Savings Bank, F.S.B.  
250 W. Pratt St., Ste 950-  
Baltimore, MD 21201

SEE ATTACHED LIST FOR EQUIPMENT DESCRIPTION.

..... TransFinancial Leasing Corp.  
 By ..... By *[Signature]*  
 Signature(s) of Debtor(s) (only on amendment) Signature(s) of Secured Party(ies)

Earnest and Associates, Inc.

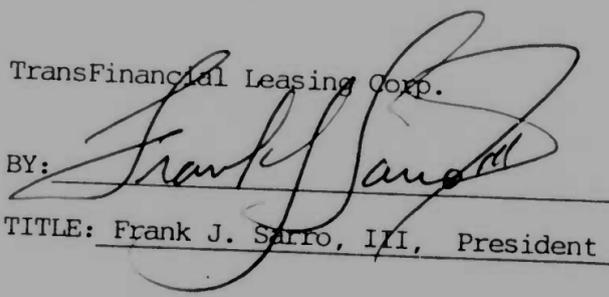
EQUIPMENT LIST

BOOK 529 PAGE 316

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4 (four)	Executive Desks Walnut 36X72 #EN5610
3 (three)	Credenza - Kneehole - 72" Walnut #EN5414KSCD
1 (one)	Credenza - Sliding Doors - 72" Walnut #EN5414-72
1 (one)	Conference Table - 42" Round - Walnut #ENTC42R1
2 (two)	Conference Tables - Boat - Walnut #Bell13672
22 (twenty two)	Sled Base Side Chairs - Grey/Walnut #343
1 (one)	Secretarial Chair - Gas Lift - Grey/Chrome #4500
6 (six)	Stack Arm Chairs - Burgundy #102
2 (two)	Traditional Side Chairs - Walnut/Burgundy #2120-11
3 (three)	Conference Boards - Single Doors #MDE-2
1 (one)	Lecturn - Walnut #LE100
1 (one)	Omni Conference Board w/Screen - Walnut/Bronze #7600
2 (two)	Omni Conference Boards Screen - Walnut Veneer #7400
1 (one)	Kwik File - Office Maker Credenza - Grey #601551
20 (twenty)	Swivel Exec. Chairs - Mauve #TL100
9 (nine)	Stylux Tables - 30 x 60 - Walnut Chrome #6030T
1 (one)	Credenza - 48" Sliding Doors - Walnut #113048CR17
3 (three)	Folding Tables - 30 x 73 #SAM3072
4 (four)	Exec. L Units (30 x 60 w/30" Corner Connectors Pedestal Unit #Virco
4 (four)	Triangle Units (30 x 60 Tables w/triangle and Pedestal Units
1 (one)	Conference Table - Traditional 60" Round
1 (one)	Computer Work Area: 3 (three) Center Tables w/keyboard drawers; 3 (three) Tables, 48x24x29; 1 (one) Rolling File; 1 (one) Pedestal; 2 (two) Pencil Drawers; 2 (two) Overhead Units; 1 (one) Work Table 30 x 60; 1 (one) Work Table 48 x 24 x 29 - Grey/Black Trim #Crown
1 (one)	Reception Desk Grey Laminate #Special
1 (one)	Mobile Pedestal - Grey #1951

TransFinancial Leasing Corp.

BY:

  
TITLE: Frank J. Sarro, III, President

273720

011-10-06654

011-13-06719

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: June 28, 1988

( ) Not Subject to Recordation Tax

( XX ) Subject to Recordation Tax of \$ 49.00  
Taxable Amount of Debt \$ 7,000.00

NAME OF DEBTOR (S): Garrison E. Johnson  
T/A Garrison's Contractor

ADDRESS: 316 Forest Beach Road  
Annapolis, Maryland 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF  
PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now  
owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 12.00  
RECORD TAX 49.00  
POSTAGE .05  
POSTAGE .45  
#145920 0040 R03 113:01  
07/12/88

*TEW*

DEBTOR(S):  
Garrison E. Johnson  
T/A Garrison's Contractor  
(Company Name)

BY: *Garrison E. Johnson*  
Garrison E. Johnson, President

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS BANK

BY: *Paul R. O'Connell*  
(Authorized Signature)  
Paul R. O'Connell  
Vice President  
(Type Name and Title)

(NOTE: Type name under each  
signature and if company,  
type name of company and  
name and title of authorized  
signer.)

*12-49-50*



1150

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS 273721

SUBJECT TO  
 NOT SUBJECT TO

Act - 88-975  
RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF \$ 11.00

FINANCING STATEMENT

529 PAGE 318

1. Debtor(s):

Stephen B. Pallett  
Name or Names—Print or Type  
518 Oakham Court, Severna Park, MD 21146  
Address—Street No., City - County State Zip Code

Arundel Hearing Center  
Name or Names—Print or Type  
821 W. Benfield Road, Severna Park, MD 21146  
Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC II  
Name or Names—Print or Type  
701 Cathedral Street, Baltimore, Maryland 21201  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

- Grason Stadler 1715 clinical diagnostic audiometer (0407)
- Grason Stadler 1725 portable diagnostic impedance bridge
- Madsen IGO 1000 real ear analyzer (24528)
- Madsen HAT (B0120)
- Madsen digitizer
- Crown sound field amplifier (016789)
- Two Techniques sound room speakers

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S)  
Stephen B. Pallett  
(Signature of Debtor)

Stephen B. Pallett, owner  
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY  
Harbor Leasing Associates  
(Company, if applicable)

[Signature]  
(Signature of Secured Party)

Mark M. Caplan, partner  
Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

RECORD FEE 11.00  
POSTAGE .50  
#145980 0040 R03 T14:50  
07/12/88

TEW

1150

Clerk, Circuit Court  
of AnneArundel County  
Court House  
P. O. Box 71  
Annapolis, Maryland 21404

TERMINATION STATEMENT

For Filing Officer - (Date, Time, No. and Office)

Not to Be Recorded in Land Records

This Termination Statement is presented to a filing officer  
for filing pursuant to the Maryland Uniform Commercial Code.

1.) Name of Debtor: InterCAD Corporation  
Address: 2525 Riva Road  
Annapolis, Maryland 21401

2.) Name of Secured Party: Maryland National Bank  
Address: 10 Light Street  
Baltimore, Maryland 21202

3.) Termination Statement: The Secured Party no longer  
claims a security interest under the  
financing statement identified below:

Book 507, Page 462

Instrument Receipt # 50892 0777

E01 T 15:05

Recorded on February 6, 1987

RECORD FEE 10.00

POSTAGE .50

#146090 0040 R03 115:10

07/12/88

Secured Party:

Maryland National Bank

By: *Keith W. Tomlinson* Date: 6/15/88  
Keith W. Tomlinson  
Assistant Vice President

TEW

Please Return to:  
Robert A. Bauman, Esquire  
Miles & Stockbridge  
11350 Random Hills Road  
Suite 500  
Fairfax, Virginia 22030

K.S.

270702

BOOK 529 PAGE 320

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Holmatro Inc. 412 Headquarters Dr., Millersville MD 21108	2 Secured Party(ies) and address(es) Maruka Machinery Corp. of America 16 Chapin Rd., Pine Brook NJ 07058	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #146110 0040 R03 115:35 07/12/88 <i>rw</i>
4 This financing statement covers the following types (or items) of property 1 unit Mori Seiki CNC Machining Center, Model MV-45B/40, Serial No. 1196, (MOR-939), with Fanuc 10M Control and Standard Accessories.  This UCC financing statement will be immediately returned upon receipt of payment in full.  NOT SUBJECT TO RECORDATION TAX BECAUSE THE EQUIPMENT IS BEING PURCHASED FROM THE SECURED PARTY.		5 Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with
Check <input checked="" type="checkbox"/> if covered <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
HOLMATRO, INC. Keys Smeehuyzen, Exec. Vice Pres.		MARUKA MACHINEKY CORP. OF AMERICA Tetsuzo Ino, Corp. Admin. Gen. Manager By <i>Tetsuzo Ino</i> Signature(s) of Secured Party(ies) (For Use in Most States)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND

BOOK 529 PAGE 321

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC.-- FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 205872

RECORDED IN LIBER 365 FOLIO 483 ON 11/4/76 (DATE)

1. DEBTOR

Name Smith, David G.
Address Rt. 1, Box 228 B, Davidsonville, MD 21035

2. SECURED PARTY

Name IIT Industrial Credit Co.
Address PO Box 9085, Richmond, VA 23225

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with sections A. Continuation (checked), B. Partial Release, C. Assignment, and D. Other. Includes a stamp for RECORD FEE 10.00, POSTAGE .50, and date 07/12/88.

Dated 7/5/88

Signature of Jo Ann Williams, IIT Industrial Credit Co. 40728015

10.00

RAM

FINANCING STATEMENT FORM UCC-1

Identifying File No. 210721

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$61,406.40

If this statement is to be recorded in land records check here.

ALSO FILED IN ANNE ARUNDEL, BALT. CITY & CO., HARFORD, HOWARD AND MONTGOMERY TAX WAS PAID AT THE DEPT OF A & T

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Filed with County of Anne Arundel

Name PGL Industries, Inc.
Address 1981 Marcus Avenue, Lake Success, New York 11042

2. SECURED PARTY AND 309 North Charles Street, Baltimore, MD 21201

Name Citibank, N.A.
Address 399 Park Avenue
New York, New York 10043

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Louis T. Mangan, Esq., c/o Rogers & Wells
200 Park Avenue, New York, New York 10166

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All of Debtors accounts, inventory, machinery, equipment, fixtures, general intangibles, chattel paper, instruments, documents and other property, including the products and proceeds of the foregoing, whether now owned and existing or hereafter acquired or arising and wheresoever located, all as more particularly described on Schedule 1 attached hereto and made a part hereof.

Name and address of Assignee
NONE

RECORD FEE 11.00
POSTAGE .50
#146160 0040 R03 715:41
07/12/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RETURN TO:
INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

SCOTT E. MILLER, V.P.
CITICORP BUSINESS LOANS
(914) 899-7701

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

PGL INDUSTRIES, INC.

Type or Print Above Signature on Above Line

(Signature of Secured Party)

CITIBANK, N.A.

Type or Print Above Signature on Above Line

TEAR OFF

Rider A Attaching To and  
Forming a Part of  
Financing Statement on Form UCC-1

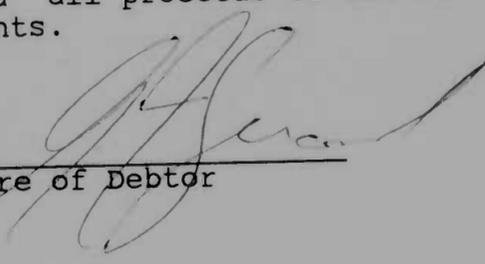
between

PGL Industries, Inc., Debtor

and

Citibank, N.A., Secured Party

All of the Debtor's present and future: accounts, contract rights, chattel paper, and general intangibles (including, but not limited to, tax refunds and rights to receive tax refunds, insurance proceeds, patents and patent applications, copyrights, licenses, trademarks, trade names, customer lists, rights of indemnification, contribution and subrogation, royalties, computer programs, tapes and software, deposits, progress payments, blueprints and know-how), notes, instruments, deposit accounts; inventory of every kind and nature and wherever located, including, but not limited to, raw materials, work in process, finished goods, consigned goods to the extent of Debtor's interest therein, packing materials and advertising materials and all documents, documents of title and all records, files and writings relating to the same; all machinery, equipment, kilns, forms, office machinery, furniture, fixtures, conveyors, tools, materials storage and handling equipment, automotive equipment, trucks, forklifts, molds, dies, stamps, motor vehicles and other equipment of every kind and nature and wherever situated now or hereafter owned by Debtor or in which Debtor may have any interest (to the extent of such interest), together with all additions and accessions thereto, all replacements and all parts therefor, all manuals, blueprints, know-how, warranties and records in connection therewith, and together with all substitutes for any of the foregoing, all of the Debtor's rights and property in or with respect to letters of credit opened for or on behalf of Debtor and in the merchandise and documents relating thereto, including letters of credit, acceptances, documents of title, trust receipts, the merchandise covered thereby and the proceeds from the disposition thereof; all records and files relating to all of the foregoing, all Debtor's property of any kind in the possession or under the custody or control of Secured Party or any affiliate or correspondent of Secured Party or in which such affiliate may have a security interest or title retention interest; and all proceeds of all of the foregoing, including deposit accounts.



\_\_\_\_\_  
Signature of Debtor



FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. 273725

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR - LESSOR
Name FRED'S, INC. t/a FRED'S RESTAURANT
Address 2840 SOLOMONS ISLAND ROAD, ANNAPOLIS, MD 21401

2. SECURED PARTY - LESSOR
Name NELCO CORPORATION
Address P. O. BOX 537, LAUREL, MD 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 MODEL C121HRP ICE-O-MATIC ICE MACHINE SERIAL NUMBER: D715-01096W
1 MODEL 1300P-48 FOLLETT ICE STORAGE BIN SERIAL NUMBER: 16827
1 MODEL 550P-30 FOLLETT ICE STORAGE BIN SERIAL NUMBER: 16786
1 MODEL RC-120 ICE-O-MATIC REMOTE CONDENSER SERIAL NUMBER: F704-00352W
1 MODEL RT340-502 ICE-O-MATIC TUBING KIT

(Assignee - The Finance Company of America Limited Partnership)
CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORD FEE 12.00
POSTAGE .50
#146170 0040 R03 715:43
07/12/88

FRED'S, INC.

(Corporate or Trade Name)

MARTHA E. CHRISTO

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

NELCO CORPORATION

Howard E. Nelson, pres.

(Signature of Secured Party)

HOWARD E. NELSON
Type or Print Above Signature on Above Line

1850

EW

1 Debtor(s) (Last Name First) and address(es) United Propane, Inc. 205 Najoles Rd. Millersville, MD 21108  (Ann Arundell County)	2 Commercial Code Chemi-Trol Chemical Co. 2776 C.R. 69 Gibsonburg, OH 43431  (Sandusky County)	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  COUNTY 3.50
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4 This financing statement covers the following types (or items) of property

36-420 Lb. LPG Containers: See Attached For Serial Numbers.  
 17-500 Gal. LPG Tanks.

5 Assignee(s) of Secured Party and Address(es) RECORD FEE 11.00  
 R05306E 0040 R03 T1504  
  
 07/12/88  
 TEW

NOTE NO. 1496  
 BOOK 529 PAGE 325  
 213726

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with: County Recorder

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

By: <u>[Signature]</u> Signature(s) of Debtor(s)	Chemi-Trol Chemical Co. By: <u>[Signature]</u> Fin. Div. Mgr. Signature(s) of Secured Party(ies)
---	--

# CHEMI-TROL CHEMICAL CO.

GIBSONBURG, OHIO 43431

## TANK DIVISION

2098 West State Street

FREMONT, OHIO 43420

PHONE | Area Code 419  
334-2664



## CHEMICAL GROUP

2776 C. R. - 69

GIBSONBURG, OHIO 43431

PHONE | Area Code 419  
665-2367

UNITED PROPANE, INC.

NOTE NO. 1496

### Serial Numbers:

#### 36-420 Lb.:

77231	79706	78101	78506	78514	78515	78522	78555	78564	78570	78659
78665	78671	78677	78716	78719	78721	78726	78728	78734	78436	78740
78742	78748	78749	82478	82479	82498	82499	82500	82501	82505	82506
82507	82508	80009								

#### 17-500 Gal.:

403286	403287	403288	403289	403290	406473	406474	406532	406533
409488	409489	409490	409491	409492	409493	409494	409495	



CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc. FROM: Samuel C. Chase, Jr.  
(Seller) (Buyer)  
 201 Ritchie Rd Capitol Heights, Md 20743 1514 Wampandag Dr. Severn, Md 21144  
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): <b>One (1) 1988 Western Star 4964-2 Chassis w/14' Heil Body S/N 2WLPCJF4JK921922</b>	(1) TIME SALES PRICE .....	\$ <u>108,589.40</u>
	(2) Less DOWN PAYMENT IN CASH .....	\$ <u>8,000.00</u>
	(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	<u>-0-</u>
	(4) CONTRACT PRICE (Time Balance) .....	\$ <u>100,589.40</u>

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1514 Wampandag Dr. Severn, Maryland 21144

\*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred thousand five hundred eighty nine and 40/100\*\*\*\*\* Dollars (\$ 100,589.40)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 23rd day of August, 19 88, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,676.49 and the final installment being in the amount of \$ 1,676.49

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: July 7 19 88

Accepted Washington Freightliner, Inc. (SEAL)  
(Print Name of Seller Here)

Samuel C. Chase, Jr. (SEAL)  
(Print Name of Buyer-Maker Here)

By: \_\_\_\_\_

By: Samuel C. Chase, Jr.  
 Co-Buyer-Maker: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

\_\_\_\_\_  
(Print Name of Co-Buyer-Maker Here)

\_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

3

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

2004 529 PAGE 329

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

	(L.S.)		(L.S.)
(Guarantor-Endorser)		(Guarantor-Endorser)	
	(L.S.)		(L.S.)
(Guarantor-Endorser)		(Guarantor-Endorser)	

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossession and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____	_____ (Corporate, Partnership or Trade Name or Individual Signature)	(SEAL)	} Signature of Seller
(Witness)	By: _____ (Signature, Title of Officer, "Partner" or "Proprietor")		

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 7, 1988

between Washington Freightliner, Inc. as Seller/Lessor/Mortgagee, and Samuel C. Chase, Jr. 1514 Wampandag Dr. Severn, Maryland 21144

(Name) (Address) as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property; and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; and that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. In consideration of FICAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected. FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 100,589.40 7th day of July, 1988

IN WITNESS WHEREOF, we have hereunto set our hand and seal this Washington Freightliner, Inc. (Seal) (Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es) Eastern Cable &amp; Communications Corporation 6427 Freedom Drive Glen Burnie, MD 21061</p>	<p>2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Bonnie Vick - Tolson</u> <u>2112</u></p> <p style="text-align: center;"><b>Return to Secured Party</b></p>
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3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Telephone Cable Repair & Service (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other. One (1) 1986 Case Maxi Sneaker Plow - S/N 1165786  
One (1) 1978 Case Maxi Sneaker Plow - S/N 1189478

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction  (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 20,000.00

DEBTOR: Eastern Cable & Communications Corporation      SECURED PARTY: SIGNET BANK/MARYLAND

By: Steven M. Wienecke (Type Name)      By: Steven M. Wienecke

By: Cynthia M. Pohlman (Type Name)      Steven M. Wienecke, CLO (Type Name)

By: John L. Pohlman, Jr. (Type Name)      June 27 19 88 (Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

RECORD FEE 11.00  
RECORD TAX 140.00  
POSTAGE .50  
#138600 0040 R03 111:07  
07/03/88

0012-1671-0000/4  
88 JUL 13 AM 11:17  
H. ERLE SCHAFER  
CLERK

140.50

4400

RETURN TO: Blumenthal, Wayson, Downs & Offutt, P.A.  
P.O. Box 868, 121 Cathedral Street  
Annapolis, MD 21404

BOOK 529 PAGE 332

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 251243 recorded in  
Liber 471, Folio 408 on 3/15/84 (Date).

1. DEBTOR(S):

Name(s) Carpet Corral, Inc.  
Address(es) 8009 A Jumpers Hole Road, Pasadena, MD 21122

2. SECURED PARTY:

Name Suburban Bank  
Address 31 Light Street, Baltimore, MD 21202

RECORD FEE 10.00  
POSTAGE .50  
EST NO. 114247  
07/13/83  
TEW

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

Sovran Bank/Maryland Formerly Known As Suburban Bank  
SECURED PARTY

.....  
.....  
.....  
By Betty L. Talbott  
Commercial Loan Operations Officer  
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

10.00

10  
21

10.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273739

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Daniel and Michele Saffran
Address Severn MHP, Lot 31, Rt. 170 Telegraph Rd., Severn, MD 21144

2. SECURED PARTY

Name THE BANK OF BALTIMORE
Address Baltimore & Charles Streets, Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1980 Windsor Mobile Home, 70' x 14', Serial No. FCKZW17012070

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Handwritten signature of Daniel J. Saffran
(Signature of Debtor)

Daniel Saffran
Type or Print Above Name on Above Line

Handwritten signature of Michele Saffran
(Signature of Debtor)

Michele Saffran
Type or Print Above Signature on Above Line

Handwritten signature of Juanda Hamilton
(Signature of Secured Party)

Juanita Hamilton
Type or Print Above Signature on Above Line

RECORD FEE 12.00
#146810 0040 R03 109:34
07/14/88

273731

BOOK 529 PAGE 334

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Douglas D Cook

Lot 49 Summerhill Mobile Home Court  
Crownsville Road  
Crownsville, Md. 21032

AA 00

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).  
1988 14x70 Holly Park / Forest Park 03 FP 10772  
Steps, Central Air Conditioning, Anchors, Skirting
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

✓ Douglas D. Cook  
DOUGLAS D. COOK

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE SAVINGS BANK OF BALTIMORE

BY Juanita Hamilton

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, which has been assigned to The Savings Bank of Baltimore.

RECORD FEE 11.00  
#146820 0040 R03 109:35  
07/14/88

TEW

Debtor or Assignor Form

Anne Arundel Co. MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 10,000.00 (70.00)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

---

D.S.C., Inc.  
(Name)  
 2138 Generals Highway  
(Address)  
 Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn Gerard R. Mikulski 101-560  
(Name of Loan Officer)  
 P.O. Box 1596  
(Address)  
 Baltimore, Maryland 21203

1. This Financing Statement covers the following types (or items) of property (the collateral). (attach separate list if necessary)

1) All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts bonds, stocks, certificates, advances, deposits, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts, Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor \_\_\_\_\_

3.  Products of the collateral are also specifically covered

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

D.S.C., Inc. (Seal)

X Steve Chait V.P. (Seal)  
(Signature)  
 STEVE CHAIT V.P.  
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

D.S.C., Inc. (Seal)

X Stuart Schloss V.P. (Seal)  
(Signature)  
 Stuart Schloss V.P.  
(Print or Type Name)

RECORD FEE 11.00  
 RECORD TAX 70.00  
 POSTAGE .50  
 #146830 0040 R03 709:38  
 07/14/88

Handwritten initials: K, 70, 50

Handwritten initials: TEW

**FINANCING STATEMENT  
AND SECURITY AGREEMENT**

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>American Homes Corp. 647 Revell Highway Annapolis, Maryland 21401</p>	<p>2. SECURED PARTY</p> <p><b>THE PARADIES DISTRIBUTING CO.</b> 3000 Waterview Avenue Baltimore, Maryland 21230</p>
---	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and repossessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

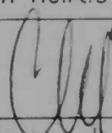
The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

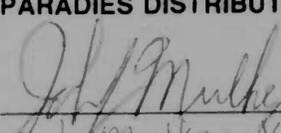
DEBTOR:

SECURED PARTY:

American Homes Corp.  
\_\_\_\_\_  
(Type Name)

**THE PARADIES DISTRIBUTING CO.**

By:  (SEAL)  
Christopher A. Hill, President

By:   
John J. Mulkey Vice President / Treasurer

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Date Signed by Debtor) 19 \_\_\_\_

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.  
Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA - Inventory

RECORD FEE 11.00  
#148850 0040 R03 109:45  
07/14/88

*FEW*

*11*

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE  
Terms and Conditions of Security Agreement

BOOK 529 PAGE 337

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

RA  
1552

UNIFORM COMMERCIAL CODE  
Continuation, Termination,  
Release, Assignment, Etc.

Washington Law Reporter Form 1001  
1625 Eye St. N.W., Washington, D.C. 20006

\*\*\*\*\*CROSS INDEX INTO FINANCE\*\*\*\*\*

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement 512 209  
Date of Filing 5/14/87 Record Reference 267600  
Maturity date (if any) .....

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
<u>Boswell, Roy</u>	<u>690</u>	<u>Waugh Chapel Road</u>	<u>Odenton, Maryland</u>	<u>21113</u>
<u>Boswell, Enola</u>				

Name of Secured Party or assignee	No.	Street	City	State
<u>Griffith Consumers Company</u>	<u>2510</u>	<u>Schuster Dr.</u>	<u>Cheverely, Maryland</u>	<u>20781</u>

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

RECORD FEE 10.00  
POSTAGE .50  
#146880 0040 R03 110:35  
07/14/88

TEW

Debtor(s) or assignor(s) Griffith Consumers Company (Seal)  
(Corporate, Trade or Firm Name)

Henry C. Jeffries  
Signature of Secured Party or Assignee

VICE PRESIDENT  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

(Type or print name under signature)

~~12.50~~  
10.50



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Michael P. Treanor d/b/a Treanor Cable Co. 1193 Dorsey Rd Harmens, MD 21077	2. Secured Party(ies) and address(es) Circle Business Credit, Inc. 110 S. Jefferson Plaza Whippany, NJ 07981	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 #146930 0040 R03 711:03 07/14/88 RDM
4. This statement refers to original Financing Statement bearing File No. 248230 C345 R01 Filed with Clerk of the Circuit Court Filed 4/27 19 88		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

10. Debtors Address Corrected to the following:

1193 Dorsey Road  
 Hanover, MD 21076

No. of additional Sheets presented: 0

Michael P. Treanor d/b/a Treanor Cable Co.

Circle Business Credit, Inc.

By: *Michael Treanor*  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *[Signature]*  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

File No. ....

Record Reference: Liber.....

Folio.....

TERMINATION STATEMENT

..... To Be Recorded in the Land Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

- 1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number: #244216.....;

Record Reference: Liber...454..... Folio...37...to...#38.....;

Date of Filing: 9/14/82.....

RECORD FEE 10.00  
 POSTAGE .50  
 #147060 0040 R03 111:35  
 07/14/88

TEW

- 2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor

Address

Family Floors, Inc. 522 Ritchie Highway, Severna Park, Md. 21146

- 3. The name and address of the Secured Party of Record is:

Union Trust Co. of Md. Baltimore & St. Paul Sts, Baltimore, Md. 21202

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

Now Known As  
Union Trust Co. of Md. Signet Bank/Md.

Dated: June 30, 1988

By: Gloria U. Bolton  
GLORIA U. BOLTON LAO.

MAIL TO:  
THE CITIZENS NATIONAL BANK  
390 Main Street  
Laurel, MD 20707

Type or print all names  
and titles under signatures.

15.50

529-341-

# not used

7-14-88

273735

FINANCING STATEMENT

TAXATION DEBT \$4,403.20

Not subject to recordation tax

\$127.00 PAID TO THE A.A

COUNTY CHECK of JUNE COURT

1. Name of Debtor(s): ROBERT SALES THE CAPITAL FOOD SERVICE  
Address: 107 WALLACE MARKET ROAD  
EDLWATER, MARYLAND 21037

2. Name of Secured Party: THE ANNAPOLIS BANK AND TRUST COMPANY  
Address: P.O. BOX 301  
ANNAPOLIS, MARYLAND 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property: 5 DIXIE MARCO MACHINES, SERIAL NUMBER 3888, THREE MEDAL VALIANTURES, 2 MARS TEE COOL COOL MACHINES, SERIAL NUMBERS 710-18724 AND 711-20091, ONE AUTOMATIC PEG, SERIAL NUMBER C5017A, ONE AUTOMATIC PEG "C" SERIAL NUMBER 117A, ONE ROVER STOVE, MODEL 112, SERIAL NUMBER 30000, ONE DIXIE-MARCO 3888, SERIAL NUMBER 1487, ONE PDL ECOOL MACH, 32 LECTIC W/ G M, SERIAL NUMBER 19255, ONE ROVER

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to: SERIAL NUMBER 115-VN-Q - SEC-CAT, ONE HOUSE 18 LIND BIRCH, ONE CAR MACHINE

11.00  
115.50  
1.50

RECORD FEE 11.00  
RECORD TAX 115.50  
POSTAGE .50  
#147080 0040 R03 111:38  
07/14/88

TEW

Debtor(s): ROBERT SALES, JR.  
*[Signature]*

Secured Party:  
The Annapolis Bank and Trust Co.  
(Type Name of Dealership)

By *[Signature]*  
(Authorized Signature)

John Paul Koehler, JAW  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

ANNE ARUNDEL COUNTY  
ACC. #044-68-566999

529 343

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 253976 Dated Sept. 25, 1984  
Record Reference Book 478, Page 138

2. DEBTOR is:

Name: Eddy, David R.  
(Last Name First)  
Address: 101 Ridge Chapel Road, Hanover, MD 21076

3. SECURED PARTY is:

Name: Signet Bank/Maryland FORMERLY KNOWN AS  
UNION TRUST COMPANY OF MARYLAND  
Address: P. O. Box 1573, Baltimore, MD 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: SIGNET BANK/MARYLAND  
P. O. BOX #1573, BALTIMORE, MARYLAND 21203

FORMERLY KNOWN AS  
SECURED PARTY: UNION TRUST COMPANY OF MARYLAND

Signet Bank/Maryland

Date: June 28, 1988

By: Bremen I. Trail  
Bremen I. Trail (Title)  
Assistant Vice President

012-1721-0537

SIGNET BANK/MARYLAND  
CONSUMER LOAN DEPT.  
P. O. BOX 1573  
BALTIMORE, MD. 21203

J. M. HITCH

RECORD FEE 10.00  
POSTAGE .50  
#147110 C040 R03 111:50  
07/14/88

fees - \$10.00  
Postage .50  
\$10.50

TEW

Policarpio G. Mijares, Jr.  
Georgina Mijares  
315 Songwood Court  
Millersville, MD 21108

1. Debtor(s) (Last Name First) and address(es)

Bailey Banks & Biddle  
Marley Station  
7900 Ritchie Hwy.  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)

3. This financing statement covers the following types (or items) of property.

One ladies 14Kt yellow gold diamond solitaire ring featuring one 2.14 Ct round brilliant cut diamond, H-SI1. Value \$10,016.50

RECORD FEE 12.00  
POSTAGE .50  
#147170 0040 R03 T12:18  
07/14/89  
EU

For Filing Officer (Date, Time, Number, and Filing Office)

Check [X] if covered:  Proceeds of collateral are also covered  Products of Collateral are also covered. Maturity date (if any) \_\_\_\_\_ 19\_\_\_\_

File with:

By: [Signature]  
Signature(s) of Debtor(s)

By: [Signature]  
Signature(s) of Secured Party(ies)

18/50

Form No. LFUCC-1

(1) Filing Officer Copy

MAEY

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 25,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Coastal Group, Ltd.  
Address Pier 4, 301 4th Street, Annapolis, MD 21403

2. SECURED PARTY

Name Farmers National Bank of Maryland  
Address 5 Church Circle  
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 Canon NP 2015S Copier, 1 Sharp FO300 Facsimile, 1 Comdial Telephone System, Computer Hardware & Software, Office furniture and all peripheral attachments or equipment now owned or hereafter acquired by Borrower and all proceeds (cash and non-cash) of such equipment.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
RECORD TAX 175.00  
POSTAGE .50  
#147190 0040 R03 T12\*20  
07/14/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

The Coastal Group, Ltd.

*[Handwritten Signature]*  
(Signature of Debtor)

Type or Print Above Name on Above Line

*[Handwritten Signature]*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Handwritten Signature]*  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11.00  
175.00

*[Handwritten Initials]*

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
 (Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
 FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

File # 16999 C 777

Date & Hour of Filing: 7/23/86 11:08 a.m.

Index numbers of subsequent statements (For office use only)

501-34

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Alexandria Physician's Group, Ltd.  
 8101 Hinson Farm Road, Suite 318  
 Alexandria, Virginia 22306

Check the box indicating the kind of statement. Check only one box.

- ( ) ORIGINAL FINANCING STATEMENT
- ( ) CONTINUATION-ORIGINAL STILL EFFECTIVE
- ( ) AMENDMENT
- ( ) ASSIGNMENT
- ( ) PARTIAL RELEASE OF COLLATERAL
- (x) TERMINATION

Name & address of Secured Party

Central Fidelity Bank  
 8117 Leesburg Pike  
 Vienna, VA 22180

Name & address of Assignee

RECORD FEE 10.00  
 POSTAGE .50  
 #147190 0040 R03 712:25  
 07/14/88

Date of maturity if less than five years

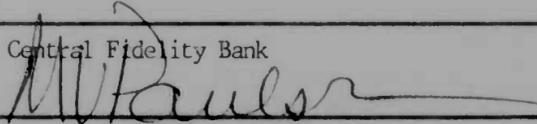
Check if proceeds of collateral are covered  
 ( )

Description of collateral covered by original financing statement All equipment, machinery, and fixtures of Debtor, including but not limited to all automotive equipment, motor vehicles, fixtures, furniture, parts, tools, dies, accessories, attachments, supplies, substitutions, additions, accessions, and replacements thereto, now owned or hereafter acquired, which collateral is hereinafter collectively referred to as "Equipment". The aforementioned collateral will be located at 2005 West Street, Annapolis, Maryland 21401. The name of the company is One to One Personal Medical Care, P.C.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

Central Fidelity Bank  
  
 Signature of Secured Party if applicable (Date)  
 Michael V. Paulson, V.P.

COM 130 (ORIG. 8/82)  
 10.00  
 50

Clerk of Anne Arundel (Maryland) Court

273739

STATE OF MARYLAND

ANNE ARUNDEL COUNTY - MD

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 529 PAGE 347

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated June 29, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cherry Hill Construction, Inc.  
Address 8170 Mission Road, Jessup, MD 20794

2. SECURED PARTY

Name Concord Commercial Corporation  
Address 210 Goddard Blvd., King of Prussia, PA 19406  
(7572-2VB)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(3) Mack Trucks Model RD690SX  
With J & J 14' Dump Bodies

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#147210 0040 R03 712:56  
07/14/88

TEWD

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

BY: [Signature]  
(Signature of Debtor)

Cherry Hill Construction, Inc.  
Type or Print Above Name on Above Line

James A. Openshaw, Jr./President  
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)  
JULIE M. TABIANO, ADM.  
Concord Commercial Corporation  
Type or Print Above Signature on Above Line

1750

273710

BOOK 529 PAGE 348

A.A. Co  
C-02-05685-1

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records do not tax indicate amount of taxable debt here. \$ 194,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$1,358.00.  
This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Arundel Crane Service Corporation

Address 115 Wellham Ave. N.E. Glen Burnie, MD 21061

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 33.00  
RECORD TAX 1358.00  
POSTAGE .50  
#146800 0040 R03 109:29  
07/14/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Arundel Crane Service Corporation

See attached for original signature

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line  
LARRY C. KIMMEL, ADMIN. V.P.

33  
1358.00  
50

TEW

\*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

BOOK 529 PAGE 349

CREDIT ALLIANCE CORPORATION  
770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021

— SECURITY AGREEMENT —  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 20th day of June, 1988 by and between  
Arundel Crane Service Corporation having its principal place of business at  
115 Wellham Ave. N.E. Glen Burnie, MD 21061

Mortgagor and First Interstate Credit Alliance, Inc. Mortgagee

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagee hereby grants, assigns, transfers, bargains, sells, conveys, endorses, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"). To have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given in or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1.15 or 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not allow to be abused or destroyed the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies in amounts and under policies acceptable to Mortgagee. The proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagee hereby irrevocably appoints Mortgagee as Mortgagor's Attorney in Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary) to protect the Mortgaged Property and the ten of this Mortgage thereon with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will execute any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set off, termination claim, counterclaim or cross claim which Mortgagee may have against Mortgagor, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart R. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney in Fact and agent for Mortgagor and to Mortgagee's name, place and stead to accept service of any process within the State of New York. Mortgagor agrees to notify Mortgagee at Mortgagee's address, as shown herein, by certified mail within three (3) days of such service having been effected, and Mortgagor and Mortgagee hereby specifically agree in the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof, and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, retaining the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property, to any action in the nature of replevin or sequestration. Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be not less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any Attorney of any court of record to appear for the subject matter of such replevin or the unpaid balance then owing to Mortgagee, and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating herein shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross claims, set offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made in any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Arundel Crane Service Corporation  
Mortgagor

(Seal)

Secretary

By

*David A. Cearfoss*

(Title)

STATE OF Maryland  
COUNTY OF Anne Arundel

SS

David A. Cearfoss

being duly sworn, deposes and says

1. He is the President of Arundel Crane Service Corporation (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same. (hereinafter called "Mortgagee")
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

day of

19

*David A. Cearfoss*

NOTARY PUBLIC

STATE OF

COUNTY OF

SS

day of

19

in (Place)

a Notary Public duly qualified in and for said County and State, do hereby certify that on this

in said County, before me personally appeared

to me personally well known

(For Individual)

(For Partnership)

(For Corporation)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and considerations therein mentioned and contained.

and known as and to be a member of the partnership of

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

of

Arundel Crane Service Corporation

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

NOTARY PUBLIC  
(CA 1877)

529 PAGE 350

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 20th 1988 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	JLG Boom Man Lift (Equip. No 1004)	40F	730806
One (1)	JLG Boom Man Lift (Equip. No 1005)	40F	738687
One (1)	JLG Boom Man Lift (Equip. No 1006)	40F	740297
One (1)	JLG Boom Man Lift (Equip. No 1008)	40F	729076
One (1)	JLG Boom Man Lift (Equip. No 1009)	40F	729056
One (1)	JLG Boom Man Lift (Equip. No 1015)	40F	722805
One (1)	Snorkel Boom Man Lift (Equip. No 1016)	TB42P	078107
One (1)	Snorkel Boom Man Lift (Equip. No 1017)	TB42P	078106
One (1)	JLG Boom Man Lift (Equip. No 1018)	60F	726076
One (1)	JLG Boom Man Lift (Equip. No 1019)	60F	728586
One (1)	JLG Boom Man Lift (Equip. No 1020)	60F	755139
One (1)	JLG Boom Man Lift (Equip. No 1021)	60F	755149
One (1)	Snorkel Boom Man Lift (Equip. No 1025)	TB50P	079405
One (1)	Snorkel Boom Man Lift (Equip. No 1026)	TB50P	079035
One (1)	JLG Boom Man Lift (Equip. No 1027)	40F	703833
One (1)	Hyster Scissor Man Lift (Equip. No 2006)	RT22	1490

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

First Interstate Credit Alliance, Inc.

Arundel Crane Service Corporation

By: \_\_\_\_\_

By: David A. C. [Signature]

## SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 20th 1988 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Hyster Scissor Man Lift (Equip. No 2008)	RT22	1430
One (1)	Hyster Scissor Man Lift (Equip. No 2010)	RT30	3333
One (1)	Marklift Scissor Man Lift (Equip. No 2015)	SRT31G	10795151
One (1)	Grove Scissor Man Lift (Equip. No 3001)	SM21	0711005
One (1)	Grove Scissor Man Lift (Equip. No 3003)	SM31BE	0109074
One (1)	Grove Scissor Man Lift (Equip. No 3004)	SM31BE	0109075
One (1)	Grove Scissor Man Lift (Equip. No 3005)	MSM25BEX	0711369
One (1)	Grove Scissor Man Lift (Equip. No 3006)	MSM25BEX	0711406
One (1)	Grove Scissor Man Lift (Equip. No 3007)	MSM25BEX	0711407
One (1)	Economy Scissor Man Lift (Equip. No 3009)	SPG21-50	57318T
One (1)	Economy Scissor Man Lift (Equip. No 3010)	SP21-30	58483
One (1)	Economy Scissor Man Lift (Equip. No 3011)	SP21-50	56527T
One (1)	Economy Scissor Man Lift (Equip. No 3012)	SPL21-42	60212
One (1)	Economy Scissor Man Lift (Equip. No 3013)	SPL21-42	60221
One (1)	Marklift Scissor Man Lift (Equip. No 3015)	19E	10795037
One (1)	Marklift Scissor Man Lift (Equip. No 3016)	19E	10795038

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Arundel Crane Service Corporation

By: *D. A. Coif president*

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 20th 1988 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Marklift Scissor Man Lift (Equip. No 3017)	19E	1805554
One (1)	Marklift Scissor Man Lift (Equip. No 3018)	19E	1805582
One (1)	Marklift Scissor Man Lift (Equip. No 3019)	19E	2805680
One (1)	Marklift Scissor Man Lift (Equip. No 3020)	19E	2805681
One (1)	Marklift Scissor Man Lift (Equip. No 3021)	19E	2805682
One (1)	Marklift Scissor Man Lift (Equip. No 3022)	19E	2805684
One (1)	Grove Scissor Man Lift (Equip. No 3023)	MSM25B	0711575
One (1)	Grove Scissor Man Lift (Equip. No 3024)	MSM25B	0711572
One (1)	Grove Scissor Man Lift (Equip. No. 3025)	MSM25B	0711576
One (1)	Parker Scissor Man Lift (Equip. No. 3026)	S15E	12783610
One (1)	Parker Scissor Man Lift (Equip. No. 3028)	S14E	3170934
One (1)	GSI Scissor Man Lift (Equip. No. 3031)	20NE	86120
One (1)	GSI Scissor Man Lift (Equip. No. 3032)	20NE	86121
One (1)	GSI Scissor Man Lift (Equip. No 3033)	20NE	86122
One (1)	GSI Scissor Man Lift (Equip. No 3034)	20NE	86124
One (1)	GSI Scissor Man Lift (Equip. No. 3035)	20NE	86118

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgageor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgageor or Lessee:

First Interstate Credit Alliance, Inc.

Arundel Crane Service Corporation

By: \_\_\_\_\_

By: *D. A. Corp. president*

## SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 20th 1988 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	GSI Scissor Man Lift (Equip. No 3036)	20NE	86125
One (1)	JLG Boom Man Lift (Equip. No 1002)	40F	706043
One (1)	JLG Boom Man Lift (Equip. No 1010)	40F	749218
One (1)	JLG Boom Man Lift (Equip. No 1011)	40F	722015
One (1)	JLG Boom Man Lift (Equip. No 1012)	40F	722265
One (1)	JLG Boom Man Lift (Equip. No 1013)	40F	729595
One (1)	JLG Boom Man Lift (Equip. No 1014)	40F	722795
One (1)	Huster Scissor Man Lift (Equip. No 2004)	SM30	3212
One (1)	Hyster Scissor Man Lift (Equip. No 2007)	RT22	1484
One (1)	Hyster Scissor Man Lift (Equip. No 2009)	RT30	3300
One (1)	Marklift Scissor Man Lift (Equip. No 2018)	RT25	10783290
One (1)	Marklift Scissor Man Lift (Equip. No 3002)	2418E	1770855
One (1)	Parker Scissor Man Lift (Equip. No 3027)	2014E	12760794
One (1)	Skywitch Scissor Man Lift (Equip. No 3029)	7618	2623
One (1)	Skywitch Scissor Man Lift (Equip. No 3030)	7618	2483
One (1)	Grove Scissor Man Lift (Equip. No 2013)	SN42	0306153

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Arundel Crane Service Corporation

By: *D. C. Cap...*

**SCHEDULE "A"**

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 20th 1988 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Ford W/Jerrdan Rollback	1978	LN9000	W900VAH0806
One (1)	Chevy Truck W/Jerrdan Rollback	1975		
One (1)	Mazda Truck	1982		
One (1)	Ford Truck	1975		
One (1)	Mazda	1984		JM2UC2210E0839255
One (1)	Chevy Crew Cab	1978		
One (1)	Mazda Pick-up	1987		JM2UF211XH0604844
One (1)	IVECO High Cube	1981		ZCFAE01H1002204
One (1)	Grove Scissor Man Lift (Equip. No 2013)		SN42	306153

The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

**Seller, Mortgagee or Lessor:**

**Purchaser, Mortgagor or Lessee:**

First Interstate Credit Alliance, Inc.

Arundel Crane Service Corporation

By: \_\_\_\_\_

By: *D. A. Corp. president*

273711

BOOK 529 PAGE 356

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)  
Linpro Harmans Land Limited Partnership  
20251 Century Boulevard  
Germantown, MD 20872

(2) Secured Party(ies) (Name(s) And Address(es))  
Bank of New England, N.A.  
28 State Street  
Boston, MA 02106

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

RECORD FEE 22.00

POSTAGE .50

For Filing Officer

#310510 C345 R01 T13409

07/14/88

(5) This Financing Statement Covers the Following types [or items] of property.

Real Property: See Exhibit "A" attached hereto and made a part hereof.

Personal Property: See Exhibit "B" attached hereto and made a part hereof.

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)  
Linpro Harmans Land Limited Partnership

Bank of New England, N.A. Secured Party(ies) [or Assignees]

(By) *John Carter*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

(By) *Ronald S. Williams*  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Nonattested

1 OR 1 CHATTS 5-7804 GP.

UCC-1

22  
2

EXHIBIT "A"

DESCRIPTION OF PART OF THE KOPPERS PROPERTY  
LOT - 1 OF MINOR SUBDIVISION PLAT  
FIFTH DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

Beginning for the same at a concrete monument found at the beginning of the 6th or North 30 degrees 30 minutes West 396 foot line of the conveyance from Adam J. Rutkowski to Frank J. Rutkowski et. al, deed dated January 6, 1982, recorded among the Land Records of Anne Arundel County, Maryland in book 3481, page 171 thence binding on a part of said 6th line and referring the courses of this description to the Maryland State Grid Meridian:

- (1) North 37 degrees 12 minutes 34 seconds West 38.03 feet to an iron pipe set thence binding reversely on the south boundary lines of Lot-2 and Lot-3 as shown on a minor subdivision plat entitled Location and Boundary Survey of Koppers Property,
- (2) North 89 degrees 45 minutes 27 seconds East 785.00 feet thence binding reversely on the east and north boundary lines of said Lot-3
- (3) North 00 degrees 14 minutes 33 seconds West 460.00 feet, thence
- (4) South 89 degrees 45 minutes 27 seconds West 120.00 feet thence binding reversely on a part of the east boundary line of said Lot-2
- (5) North 00 degrees 14 minutes 33 seconds West 230.00 feet Lot-1
- (6) South 62 degrees 42 minutes 18 seconds East 315.00 feet, thence
- (7) North 88 degrees 17 minutes 42 seconds East 331.48 feet thence binding on the west right-of-way line of the Philadelphia, Baltimore and Washington Railroad, as laid out 130 feet wide,
- (8) South 00 degrees 07 minutes 26 seconds West 1365.90 feet thence binding on the proposed south right-of-way line of Maryland, Route 100, proposed 400 feet wide by the Maryland State Highway Administration, said line also being the north boundary line of a subdivision plat entitled "Harmans Woods", Section 3, Plat 1 & 2 recorded among the plat records of Anne Arundel County in plat book 88, pages 37 and 38.

EXHIBIT "A" (Page 2)

- (9) South 75 degrees 00 minutes 29 seconds West 945.79 feet thence with a curve to the right
- (10) Having a radius of 4019.72 feet, an arc length of 1047.87 feet and being subtended by a chord South 82 degrees 28 minutes 34 seconds West 1044.90 feet to a concrete monument set, thence binding on the 3rd through the 5th course of the conveyance first mentioned
- (11) North 31 degrees 54 minutes 36 seconds East 833.36 feet, thence
- (12) North 88 degrees 25 minutes 26 seconds East 240.00 feet, thence
- (13) North 02 degrees 54 minutes 27 seconds East 445.42 feet to the point of beginning,

CONTAINING 42.435 acres of land, more or less

AND ALSO

DESCRIPTION OF PART OF THE KOPPERS PROPERTY  
THE REMAINING PARCEL  
FIFTH DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

Beginning for the same at a pipe found and now replaced with a concrete monument on the west right-of-way line of the Philadelphia, Baltimore & Washington Railroad, as laid out 130 feet wide, said pipe or monument marking the end of the Fourth or South 30 degrees 29 minutes East 570.00 foot line of the conveyance from Arthur G. & Louise S. Griffith to Samuel M. & Constance V. Pistorio recorded among the Land Records of Anne Arundel County, Maryland in Liber 631, Folio 108 thence binding on said West Railroad Right-of-Way line and referring the courses of this description to the Maryland State Grid Meridian,  
continued

## EXHIBIT "A" (Page 3)

- (1) South 00 degrees 07 minutes 26 seconds West 199.16 feet thence binding reversely on the north boundary lines of Lot-1
- (2) South 88 degrees 17 minutes 42 seconds West 331.48 feet thence
- (3) North 62 degrees 42 minutes 18 seconds West 315.00 feet thence binding on part of the east boundary line of Lot-2
- (4) North 00 degrees 14 minutes 33 seconds West 180.00 feet to an iron pipe set, thence binding reversely on the north and northeast boundary lines of Lot-2
- (5) South 89 degrees 45 minutes 27 seconds West 456.00 feet to an iron pipe set, thence
- (6) North 38 degrees 34 minutes 33 seconds West 480.00 feet to an iron pipe, set thence
- (7) North 62 degrees 24 minutes 33 seconds West 417.14 feet to the northernmost corner of said Lot-2 thence continuing
- (8) South 27 degrees 35 minutes 27 seconds West 264.20 feet,
- (9) North 84 degrees 52 minutes 33 seconds West 20.14 feet to the east side of Harmans Road, 40 feet wide thence
- (10) North 28 degrees 01 minutes 05 seconds East 226.38 feet binding on same with arc of a curve to the left
- (11) Having a radius of 7965.00 feet, an arc length of 200.47 feet and being subtended by a chord North 27 degrees 17 minutes 49 seconds East 200.47 feet thence
- (12) North 26 degrees 34 minutes 33 seconds East 480.75 feet thence binding on the Southwest, Southeast and Southwest boundary lines of the George F. Hallameyer, Jr., Et. Al. property deed recorded among the aforesaid Land Records in Liber 3530, Folio 388 also binding on the South 38 degrees 20 minutes East 648.65 foot and North 46 degrees 40 minutes East 363.00 foot lines of the conveyance from Samuel M. and Constance V. Pistorio and 1405 Parker Road Corporation to Koppers Company, Inc., deed dated March 31, 1966 recorded among the aforesaid Land Records in Liber 1961, Folio 220,
- (13) South 38 degrees 34 minutes 33 seconds East 617.01 feet, thence
- (14) North 46 degrees 25 minutes 27 seconds East 363.00 feet, thence
- (15) South 38 degrees 34 minutes 42 seconds East 1311.63 feet to the point of beginning,  
CONTAINING 24.485 acres of land; more or less

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon ("the Mortgaged Property") (including the operation of an office building), whether or not the personal property is or shall be affixed thereto.

Including, without limiting the generality of the foregoing, all plants, furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, carpeting, furniture, furnishings, elevators and motors, built-in filing cabinets, shelves, water coolers, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilating, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or the plant or business situate or operated thereon, licenses, permits, franchises, and other documents relating to the operation of the Mortgaged Property, and all leases with respect to any part of the Mortgaged Property, and all rents, issues and profits arising out of the operation of the Mortgaged Property.

Such security interest shall extend to and include as well any and all proceeds of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds thereof.

270712

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS *Chattel*

For Filing Officer Use	
File No. ....	
Date &	
Hour .....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Steere, Jack Steere, Nancy	539	Revel Highway,	Annapolis,	MD 21401

Name of Secured Party or assignee	No.	Street	City	State
Capital Bank, N.A.	815	Connecticut Avenue,	N.W.,	Washington, D.C.

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All equipment, fixtures, furniture and building materials including but not limited to all heating, lighting, laundry, engines, pipes, pumps, tanks, plumbing, fire prevention, security, refrigerating, ventilating, air cooling and air conditioning equipment, shades, carpeting, screens, storm doors and windows, stoves and cabinets.

RECORD FEE 12.00

POSTAGE .50

#310540 C345 R01 T13:19

(If affixed to realty—state value of each article)

07/14/89

RETURN TO:

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.  
Recordowner: Jack and Nancy Steere      Legal: See Exhibit A  
Address: 539 Revel Highway, Annapolis, Maryland 21401
- 4.  Proceeds of collateral are also covered:       Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is not~~ subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is N/A Recordation Tax collected upon recordation of Deed of Trust

Debtor(s) or assignor(s)

*[Signature]*

Jack Steere

*[Signature]*

Nancy Steere

(Type or print name under signature)

CAPITAL BANK, N.A.

(Seal)

(Corporate, Trade or Firm Name)

*[Signature]*

Signature of Secured Party or Assignee

Paula E. Meyerson, Vice President

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

1200

EXHIBIT "A"

All that land situate in the Third Taxing District of Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same at an iron pipe at the beginning of the South 34° 50' West 235.3 foot line of the conveyance from Mathilde P. Barchet to William Warlick, et ux, by deed dated 28 April 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1200, folio 57, thence leaving said beginning point and running with said line, as now surveyed, South 34° 53' 10" West 235.21 feet to an iron pipe now set on the tideline and shoreline of Homewood Creek; thence leaving said conveyance to Warlick and running with said tideline and shoreline, closely paralleled by the following courses and distances: North 56° 52' West 97.41 feet, North 30° 43' West 105.13 feet, North 8° 21' 10" West 147.94 feet to an iron pipe now set, and North 4° 9' 30" West 112.0 feet to the beginning of the South 55° 02' East 365.0 foot line of said conveyance to Warlick; thence leaving said tideline and shoreline of Homewood Creek and running with said line and the center line of a 15 foot right-of-way hereby established leading to the Barchet cemetery, South 55° 06' 50" East 365.0 feet to the place of beginning.

TOGETHER WITH the use in common of a 16 foot right-of-way for ingress and egress as described in an Agreement dated 16 May 1968, between William W. Warlick, Jr. et al and Louise L. Barchet, and recorded among the Land Records of Anne Arundel County in Liber MSH 2170, folio 381; and TOGETHER WITH the use in common until the aforementioned 16 foot right-of-way is constructed of the existing road from the hereinabove described parcel of land through the lands of William W. Warlick, Jr. et ux, to the Revell Highway as set forth and described in the aforementioned Agreement; said rights-of-way being subject to the terms and conditions of the aforementioned Agreement between Warlick et al and Barchet.

BEING the same property which by deed dated 8 January 1980 and recorded among the Land Records of Anne Arundel County in Liber WGL 3279, folio 431 was granted and conveyed by Jay D. Scrivens and Jacqueline Ann Scrivens, his wife, to Jack R. Steere and Nancy L. Steere, his wife.

return to:  
 Duillew & Berlin  
 300 16 St. N.W. ST 300  
 Wash DC. 20007-3841

273713

BOOK 529 PAGE 363

FINANCING STATEMENT

X~~NO~~ subject to recordation tax

1. Name of Debtor(s): Northward Corp. Amt. Fin. \$9,500.00  
 Address: 8004 Jumpers Hole Road Filing Fees: \$9.00  
 Pasadena, Md. 21122 A.A. Co. Circuit Court

2. Name of Secured Party: Annapolis Banking & Trust Co.  
 Address: P.O. Box 311  
 Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
 Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:

1 1988 Model 750 Utility Tractor Ser.#CH07505026348

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00  
 RECORD TAX 66.50  
 POSTAGE .50  
 07/14/88

Debtor(s):

Secured Party:

*[Handwritten Signature]*

....., Pres. .... Annapolis Banking & Trust Co.  
(Type Name of Dealership)

By

*[Handwritten Signature]*  
(Authorized Signature)

..... Karen O. Trettin/Sr. Branch Officer  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11  
66.50  
.50

273741

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

Richard A. Prophet DBA Sun Masonry  
88 Summerfield Drive  
Annapolis, MD. 21403  
Anne Arundel

2. Secured Party(ies)

Address(es) And Name(s):

JOHN C. LOUIS CO., INC.  
1805 Cherry Hill Road  
Baltimore, Md. 21230

4. For Filing Officer: Date, Time, File No., Filing Office:

RECORD FEE 1.50  
POSTAGE .30  
#175300 0777 R04 115-00  
TEL 07/14/07

7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)

1 Melroe Model 743, Flotation Tires, 60" Bucket w/Teeth S/N 39765  
1 909 Backhoe, 24" Bucket S/N 113004500  
1 Back Trailer EL 19 S/N 440162026JL 003929

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.  
THIS COVERS A CONDITIONAL SALES CONTRACT.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with:  Sec. of State  Filing Office of \_\_\_\_\_ County/City

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation  
128 East Front Street  
Buchanan, Michigan 49107

6.  The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

8. Signatures:

RICHARD A. PROPHET DBA SUN MASONRY

JOHN C. LOUIS COMPANY, INC.

By

*Richard A. Prophet*  
RICHARD A. PROPHET

Debtor(s) [or Assignor(2)]

By

*Wilmer S. Davison*  
WILMER S. DAVISON

Secured Party(ies) [or Assignee(s)]

FINANCING STATEMENT

PRESIDENT  
FORM UCC

(2) Filing Officer Copy — Alphabetical

THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY.

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC

This statement is presented to a filing officer pursuant to the Uniform Commercial Code:

<p><b>1. DEBTOR and Address (Last Name First)</b>                  Timothy L. Carpenter, DDS                  582 Benfield Village Shopping Center                  Severna Park, Maryland 21146</p>	<p><b>2. SECURED PARTY and Address</b>                  Signet Bank/Maryland (formerly known as Union Trust Company of Maryland)                  Baltimore &amp; St. Paul Streets                  Baltimore, Maryland 21203</p>
<p><b>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</b></p>	<p><b>4. RETURN TO:</b>                  Signet Bank/Maryland                  BALTIMORE AND ST. PAUL STREETS                  BALTIMORE, MARYLAND                  21203</p>

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: ID # 265466 Date: January 3, 19 87

Record Reference: Book 506 Page 524

<p><b>6. A. CONTINUATION</b> ..... <input type="checkbox"/>                  The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.</p>	<p><b>6. B. RELEASE</b> ..... <input checked="" type="checkbox"/>                  From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.</p>
<p><b>6. C. ASSIGNMENT</b> ..... <input type="checkbox"/>                  The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the Financing Statement referred to above in the property listed below.</p>	<p><b>6. D. OTHER</b> ..... <input type="checkbox"/></p>

RECORD FEE 10.00  
 POSTAGE .50  
 #175330 CTT 204 715430  
 07/14/88

**INFORMATION:**  
 Partial Release: All that equipment, accounts receivable and inventory at and associated with the dental practice located at 582 Benfield Village Shopping Center and 821 W. Benfield Rd., Severna Park, Md. 21146. This includes the proceeds generated by said collateral.

SECURED PARTY:

Dated July 13, 19 88

Signet Bank/Maryland

UCC-6

By: William A. Rowe  
 William A. Rowe (Title)  
 Assistant Vice President

Check if applicable <input type="checkbox"/>		TO BE RECORDED IN THE LAND RECORDS	
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):	
1. Debtor (s) Name (Last Name First)	2. Debtor (s) Complete Address (es)		
Every, William	815 Janice Dr. Annapolis, Md., 21403		
3. & 4. Secured Party (ies) and Complete Address (es)	5. & 6. Assignee (s) of Secured Party (ies) and Complete Address (es)		
General Motors Acceptance Corp. 7310 Ritchie Highway Glen Burnie, Md., 21061	7310 Ritchie Highway Glen Burnie, Md., 21061		
7. This financing statement covers the following types (or items) of property: (Describe)			
1988 Mercury outboard motor, model 200EXLPTO, serial #B383538			
RECORD FEE \$175.00 DTTT 07/17/00 HEJ			
8a. ( ) Proceeds are also covered.		8b. ( ) Products of collateral are also covered.	
No. of additional sheets presented. ( )			
Filed with Circuit Court Clerk of Anne Arundel County		County; Other _____	
9. Transaction is ( ), is not (X), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____			
10. This statement to be returned after recordation to Secured Party, shown above or to _____			
Signature (s) of Debtor (s)		Signature (s) of Secured Party (ies) or Assignee (s)	
<i>William Every</i>		<i>W. H. Hamill, Jr.</i>	
William Every		W. H. Hamill, Jr. Assist. Treasurer General Motors Acceptance Corporation	
<b>FILING OFFICER COPY</b>			
Type or Print Names Clearly Below Signature.			
GMAC UCCI Md. 4-74			

NOT FOR PUBLICATION

11

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

XXXXX  
 1 Debtor(s) (Last Name First) and address(es)  
**LESSEE:**  
 Mercantile Safe Deposit &  
 Trust Company  
 742 Old Hammonds Ferry Road  
 Linthicum, MD 21090

XXXXX  
 2 Secured Party(ies) and address(es)  
**LESSOR:**  
 Comdisco, Inc.  
 6400 Shafer Court  
 Rosemont, IL 60018  
 01-SL32914

For Filing Officer  
 (Date, Time, Number, and Filing Office)  
 RECORD FEE 10.00  
 POSTAGE .50  
 #173300 0777 R04 115133  
 07/14/88

4 This statement refers to original Financing Statement No. 130100 0040 REC'd 88131 529 408, 19 88  
 Date filed: 6/21/88, 19 88 Filed with Anne Arundel County MD

- 5  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

Assigned to: Tilden Financial Corp.  
 2 Lambert Street  
 Roslyn Heights, NJ 11577

Equipment: See original filing.

All collateral described  
 in the Financing Statement  
 to which this assignment  
 relates

Signature of Debtor if an Amendment

Dated: 10-30, 19 88

COMDISCO, INC.

By: [Signature] LESSOR  
 Signature(s) of Secured Party(ies)

529 368

273713

File No. ....  
Record Reference:  
Liber..... Folio.....

**FINANCING STATEMENT**

Not subject to Recordation Tax.

To Be Recorded in The Land Records  
(For Fixtures Only).

XX Subject to Recordation Tax on prin-  
cipal amount of \$ 65,000.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Timothy L. Carpenter, D.D.S.	821 W. Benfield Rd. Suite 6 Severna Park, Md. 21146

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral): ALL OF BORROWER'S FURNITURE, FIXTURES, MACHINERY, AND EQUIPMENT AND ALL REPLACEMENTS THEREOF AND ADDITIONS OR ATTACHMENTS THERETO, AND ALL BORROWER'S ACCOUNTS RECEIVABLE, CONTRACT RIGHTS AND INVENTORY, NOW OWNED OR HEREAFTER ACQUIRED, AND THE PROCEEDS AND PRODUCTS THEREOF.

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. XX Proceeds) of the collateral are also specifically covered.  
Products)

RECORD FEE 11.00  
RECORD TAX 453.00  
POSTAGE .50

4175340 C777 R04 T15130  
07/14/00

Debtor

Secured Party (Assignee)

Timothy L. Carpenter, D.D.S.

THE CITIZENS NATIONAL BANK

By: Timothy L. Carpenter, D.D.S.  
Timothy L. Carpenter

By: Marilyn F. Horton  
Marilyn F. Horton  
Assistant Vice President

By: .....

Type or print all names and titles under signatures.

273719

BOOK 529 PAGE 369

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
Aeronautical Radio, Inc. (ARINC)  
2551 Riva Road  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)  
Diamond Acceptance Corporation  
Apple Hill, Suite 205  
Natick, MA 01760

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
#175360 0777 R04 115+32

4. This financing statement covers the following types (or items) of property:

See attached Addendum

5. Assignee(s) of Secured Party and Address(es)

07/14/88  
TEW

FOR NOTIFICATION PURPOSES ONLY,  
NOT INTENDED TO CREATE A SECURITY INTEREST.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Aeronautical Radio, INC.

Diamond Acceptance Corporation

By: *John F. Capossela*  
John F. Capossela, Dir. of  
Contracts & Purchases  
Signature(s) of Debtor(s)

By: *[Signature]*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1. 1150

ADDENDUM TO LEASE # 15407 L470 and UCC-1 FINANCING STATEMENT dated April 29, 1988 between Diamond Acceptance Corporation and Aeronautical Radio, Inc. (ARINC)

#18

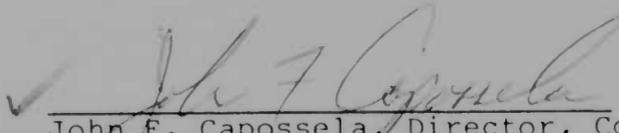
Page 1 of 1

Equipment Description

<u>Qty.</u>	<u>Description</u>
2	Everex 386/20 Computers, (20 MHZ) w/ 4 MB-RAM, 1 serial, 1 parallel port, 2nd serial port upgrade  Serial # 4003 Serial # 4006
2	Maxstor Model 2190 ,160MB Hard Disks  Serial # 5126041 Serial # 5126516
2	Monochrome Monitor card w/ parallel port
2	Magnavox PC 80-A Monitors  Serial # 58086372 Serial # 58086328

Total Value: \$ 15,526.00

-end-

  
John F. Capossela, Director, Contracts &  
 Purchasing  
 Aeronautical Radio, Inc. (ARINC)

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)  
George M. Fetrow  
1583 Tarleton Way  
Crofton, MD 21114

2. Secured Party(ies) and address(es)  
Riggs National Bank of Wash. DC  
1120 Vermont Ave  
Washington, DC 20005

RECORD FEE 12.00  
POSTAGE .50  
#51576 0777 RG4 114:27  
FEB 9 87

4. This financing statement covers the following types (or items) of property:  
  
1977 Viking 35' Flybridge Sedan Hull #VKY35655M77A  
Official #579739  
T/275 hp Chrysler Engines #21841 G #21833  
508-59

5. Assignee(s) of Secured Party and Address(es)  
  
RECORD FEE 12.00  
POSTAGE .50  
#Y75410 0777 RG4 T15:50  
07/14/88

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if  already subject to a security interest in another jurisdiction when it was brought into this state.  which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:  
TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date July 12 19 88

By: *[Signature]*  
A. HOLSTER  
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

(3) Filing Officer Copy - Acknowledgement Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 260188 recorded in Liber 494, Folio 218 on Jan. 30, 1988 Circuit Court of Anne Arundel County

1. DEBTOR(S): Holmatro, Inc. ADDRESS(ES): 412 Headquarters Dr. Millersville, MD 21108 First National Bank of Maryland 2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Paul V. Sinon 1596 ADDRESS, MAILSTOP: Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above): Maryland National Bank, LDRU, Alice Keith, M.S.#022801, P.O.Box 17372, Balto., MD21203

- Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.) 3. CONTINUATION The original Financing Statement referred to above is still effective. 4. XX TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. 5. ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below. 6. AMENDMENT The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is: a. Not subject to Recordation Tax. b. Subject to Recordation Tax on an initial debt in the principal amount of \$ The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to 7. RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below. 8.

DEBTOR(S) \_\_\_\_\_ (Signature necessary only if Item 6 is applicable)

BY \_\_\_\_\_ (SEAL)

BY \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer

First National Bank of Maryland SECURED PARTY: MARYLAND NATIONAL BANK BY Carolyn Kull (SEAL) Carolyn Kull, INT'L Banking Executive (Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

RECORD FEE 10.00 POSTAGE .50 #147230 0040 R03 114:03 07/14/88

TEW

15.10

1933324-0099-141922

207-146 REV 4-85

1747.50

273753

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County Circuit Court
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 247,794.00 \* See Medical Sheet  
 certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the  
 initial debt has been paid to Anne Arundel County Circuit Court 1736.00 7/7/88

5. Debtor(s) Name(s): Holmatro Incorporated Address(es): 412 Headquarters Dr.  
Millersville, MD 21108  
7466 New Ridge Rd.  
Hanover, MD 21107-6

6. Secured Party: Maryland National Bank Address: Department LDRU  
Post Office Box 987, Mailstop 02-28-01  
Attention: Alice Keith Baltimore, Maryland 21203  
 (Mr. Clerk Please return to Maryland National Bank as indicated in paragraph 6 above )

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G. Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

H. Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate )

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Holmatro Incorporated

Secured Party: Maryland National Bank

By: \_\_\_\_\_ (Seal)

By: [Signature] (Seal)

Type name and title, if any  
Kees Smechuyzen, VP

Geoffrey A. Basik, International Rep.

By: \_\_\_\_\_ (Seal)  
 Type name and title

Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

RECORD FEE 11.00  
 RECORD TAX 1736.00  
 POSTAGE .50  
 #147240 0040 R03 T14:04  
 07/14/88

11-  
 1736-  
 .50

1933324-0099-141919

CERTIFICATION FOR ALLOCATION  
OF MARYLAND RECORDATION TAX

Date:

TO: CLERK, Circuit Court of Anne Arundel County

RE: Holmatro Incorporated,

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

1. Value of exempt Collateral \$ 1,300,000.00 (AR & Inventory)
2. Value non-exempt Collateral \$ 547,000.00 (Gross FA)
3. Value of Total Collateral \$ 1,847,000.00
4. Computation of Amount of Debt Exempt from Recordation Tax:

<u>Value of Exempt Collateral</u>	X	<u>Total Amount of Debt Secured</u>	=	<u>Amount of Debt Exempt from Tax</u>
\$ <u>1,300,000.00</u>		X \$ <u>836,700</u>		= \$ <u>588,906</u>
\$ <u>1,847,000.00</u>				

5. Loan Amount - Amount of Debt Exempt from Tax = Amount of Non-Exempt Debt

\$ <u>836,700</u>	-	\$ <u>588,906</u>	=	\$ <u>247,794</u>
-------------------	---	-------------------	---	-------------------

6. Recordation Tax Due on Non-Exempt Debt:

<u>Amount of Non-Exempt Debt</u>	X	<u>Tax Rate Per \$1,000</u>	=	<u>Recordation Tax Due</u>
\$ <u>247,794</u>		X \$ <u>7.00</u>		= \$ <u>1,736</u>

Holmatro Incorporated

By: \_\_\_\_\_

Kees Smeehuyzen, VP

273751

Subject (Not Subject) to Recordation Tax **FINANCING STATEMENT** Principal Amount of Debt \$ 15,000.00  
This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

BORROWER(S) Name(s) (Last Name first) and Address(es): <b>William K. &amp; Frances C. Jenkins</b> 330 S. Riverside Drive Crownsville, Md 21032	SECURED PARTY'S Name and Address <b>Bank of Delaware</b> 300 Delaware Ave Wilmington, DE 19899
---	---

This Financing Statement covers the following types of items of property

(Describe fully, including where applicable manufacturer's or trade name, model and year, serial number, and whether new or used)  
**1975 -26' Trojan Hull # TRJ051260675-26**  
Also any accessories or equipment now or hereafter attached to any of above, replacements therefor and proceeds of any of above

BORROWER(S)

*William K Jenkins*

SECURED PARTY:

By *C. David Hatcher VP*  
(Authorized Signature)  
*Bank of Delaware*

(NOTE Type name under each signature and if company, type name of company and name and title of authorized signer )

RECORD FEE	11.00
RECORD TAX	105.00
POSTAGE	.50
#147390 0040 R03 115:45	
	07/14/88

TEW

11.00  
105.00  
30  
116.30

12 50  
H 110060

ASSIGNMENT OF FINANCING STATEMENT

THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT, WHICH WAS RECORDED AMONG THE FINANCING STATEMENT RECORDS OF THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION IN LIBER 2823, FOLIO 0226, IDENTIFYING FILE NO. 61697033 ON JUNE 18, 1986, AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 4089, FOLIO 523 ON JUNE 17, 1986, AND AMONG THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 499, FOLIO 75, IDENTIFYING FILE NO. 262354 ON JUNE 17, 1986.

1. DEBTOR:

K-LEE ACQUISITION CORP. (subsequently to be known as Kop-Flex, Inc.)  
101 Harmans Road  
Harmans, Maryland 21077

KOP-FLEX, INC. (formerly known as K-Lee Acquisition Corp.)  
101 Harmans Road  
Harmans, Maryland 21077

RECORD FEE 10.00  
POSTAGE .50  
#147440 0040 H03 115:58  
07/14/88

TGW

2. SECURED PARTY:

BALTIMORE FEDERAL FINANCIAL, F.S.A.  
300 East Lombard Street  
Baltimore, Maryland 21202  
Attention: Commercial Lending Division

3. ASSIGNMENT:

The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, the Secured Party's rights under the original financing statement referenced above, in all of the property described in the original financing statement.

4. ASSIGNEE:

BANK OF NEW ENGLAND, N.A.  
28 State Street  
Boston, Massachusetts 02109  
Attention: Robert H. Rivet

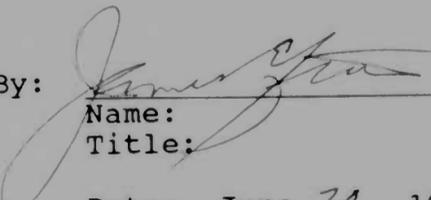
1530

AFTER THIS STATEMENT IS RECORDED, PLEASE RETURN TO:

McDermott, Will & Emery  
One Post Office Square  
Boston, Massachusetts 02109-2146  
Attention: Cornelius J. Chapman, Jr.

---

BALTIMORE FEDERAL FINANCIAL,  
F.S.A.

By:  (SEAL)

Name:

Title:

Date: June 20, 1988

12.50  
#110080

ASSIGNMENT OF FINANCING STATEMENT

THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT, WHICH WAS RECORDED AMONG THE FINANCING STATEMENT RECORDS OF THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION IN LIBER 2823, FOLIO 0260, IDENTIFYING FILE NO. 61697034 ON JUNE 18, 1986, AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 4089, FOLIO 514 ON JUNE 17, 1986, AND AMONG THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 499, FOLIO 109, IDENTIFYING FILE NO. 262355 ON JUNE 17, 1986.

1. DEBTOR:

K-LEE ACQUISITION CORP. (subsequently to be known as Kop-Flex, Inc.)  
101 Harmans Road  
Harmans, Maryland 21077

KOP-FLEX, INC. (formerly known as K-Lee Acquisition Corp.)  
101 Harmans Road  
Harmans, Maryland 21077

2. SECURED PARTY:

BALTIMORE FEDERAL FINANCIAL, F.S.A.  
300 East Lombard Street  
Baltimore, Maryland 21202  
Attention: Commercial Lending Division

3. ASSIGNMENT:

The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, the Secured Party's rights under the original financing statement referenced above, in all of the property described in the original financing statement.

4. ASSIGNEE:

BANK OF NEW ENGLAND, N.A.  
28 State Street  
Boston, Massachusetts 02109  
Attention: Robert H. Rivet

RECORD FEE 13.00  
POSTAGE .50  
#147450 0040 R03 T15:59  
07/14/88

TEW

1350

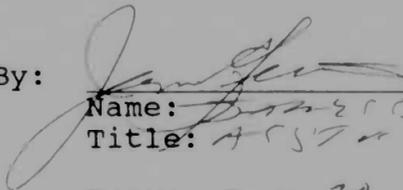
BOOK 529 PAGE 379

AFTER THIS STATEMENT IS RECORDED, PLEASE RETURN TO:

McDermott, Will & Emery  
One Post Office Square  
Boston, Massachusetts 02109-2146  
Attention: Cornelius J. Chapman, Jr.

---

BALTIMORE FEDERAL FINANCIAL,  
F.S.A.

By:  (SEAL)

Name: *James B. Stinson, Jr.*

Title: *Assistant President*

Date: June 20, 1988

12 50

H110060

ASSIGNMENT OF FINANCING STATEMENT

THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT, WHICH WAS RECORDED AMONG THE FINANCING STATEMENT RECORDS OF THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION IN LIBER 2823, FOLIO 0269, IDENTIFYING FILE NO. 61697035 ON JUNE 18, 1986, AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 4089, FOLIO 439 ON JUNE 17, 1986, AND AMONG THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 499, FOLIO 118, IDENTIFYING FILE NO. 262356 ON JUNE 17, 1986.

1. DEBTOR:

K-LEE ACQUISITION CORP. (subsequently  
to be known as Kop-Flex, Inc.)  
101 Harmans Road  
Harmans, Maryland 21077

KOP-FLEX, INC. (formerly known  
as K-Lee Acquisition Corp.)  
101 Harmans Road  
Harmans, Maryland 21077

2. SECURED PARTY:

BALTIMORE FEDERAL FINANCIAL, F.S.A.  
300 East Lombard Street  
Baltimore, Maryland 21202  
Attention: Commercial Lending Division

3. ASSIGNMENT: The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, the Secured Party's rights under the original financing statement referenced above, in all of the property described in the original financing statement.

4. ASSIGNEE:

BANK OF NEW ENGLAND, N.A.  
28 State Street  
Boston, Massachusetts 02109  
Attention: Robert H. Rivet

RECORD FEE 12.00  
POSTAGE .50  
#147460 0040 R03 115:59  
07/14/88

WBL  
RIVET

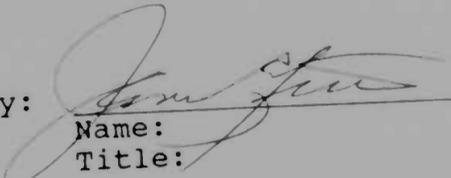
BOOK 529 PAGE 381

AFTER THIS STATEMENT IS RECORDED, PLEASE RETURN TO:

McDermott, Will & Emery  
One Post Office Square  
Boston, Massachusetts 02109-2146  
Attention: Cornelius J. Chapman, Jr.

---

BALTIMORE FEDERAL FINANCIAL,  
F.S.A.

By:  (SEAL)  
Name:  
Title:

Date: June 20, 1988

RCF/6251.fs4

Page 2 of 2 Pages

12.  
50  
H 110060

ASSIGNMENT OF FINANCING STATEMENT

THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT, WHICH WAS RECORDED AMONG THE FINANCING STATEMENT RECORDS OF THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION IN LIBER 2823, FOLIO 0303, IDENTIFYING FILE NO. 61697036 ON JUNE 18, 1986, AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 4089, FOLIO 430 ON JUNE 17, 1986, AND AMONG THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 499, FOLIO 154, IDENTIFYING FILE NO. 262357 ON JUNE 17, 1986.

1. DEBTOR:

K-LEE ACQUISITION CORP. (subsequently to be known as Kop-Flex, Inc.)  
101 Harmans Road  
Harmans, Maryland 21077

KOP-FLEX, INC. (formerly known as K-Lee Acquisition Corp.)  
101 Harmans Road  
Harmans, Maryland 21077

2. SECURED PARTY:

BALTIMORE FEDERAL FINANCIAL, F.S.A.  
300 East Lombard Street  
Baltimore, Maryland 21202  
Attention: Commercial Lending Division

3. ASSIGNMENT:

The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, the Secured Party's rights under the original financing statement referenced above, in all of the property described in the original financing statement.

4. ASSIGNEE:

BANK OF NEW ENGLAND, N.A.  
28 State Street  
Boston, Massachusetts 02109  
Attention: Robert H. Rivet

RECORD FEE 12.00  
POSTAGE .50  
#147470 0040 R03 716:00  
07/14/88

TEW  
RHM

AFTER THIS STATEMENT IS RECORDED, PLEASE RETURN TO:

McDermott, Will & Emery  
One Post Office Square  
Boston, Massachusetts 02109-2146  
Attention: Cornelius J. Chapman, Jr.

---

BALTIMORE FEDERAL FINANCIAL,  
F.S.A.

By: *John G. [Signature]* (SEAL)  
Name:  
Title:

Date: June 20, 1988

STATE OF MARYLAND  
**FINANCING STATEMENT** **274158**  
FORM UCC-1

529 384 RECEIVED  
 Identifying File No. JUL 14 1988

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK V.E.F.D.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name AMPLICON, INC. FED.ID. #95-3162444  
 Address 2020 EAST FIRST STREET, SUITE 401, SANTA ANA, CA 92705

2. SECURED PARTY

Name GENERAL ELECTRIC CAPITAL CORPORATION FED.ID. #95-3162444  
 Address POST OFFICE BOX 6199  
ORANGE, CA 92613

RECORD FEE 11.00  
 POSTAGE .50  
 #178-710 0777 004 109-29  
 07/19/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

RE: GENERAL ELEVATOR COMPANY, INCORPORATED--SCHEDULE 16(MD) TO LEASE #OL-1776 (MD) DATED: MARCH 13, 1987

- (01) F7.5KVA-B FERRUPS 208V IN, 120/208V OUT
- (01) 10-7-DX-CD-7 BATTERY PACK, CONSISTING OF:
  - (01) "DX" BATTERY CABINET, (01) BA-7 SEALED, GELL-CELL BATTERIES, (01) COMPLETE SET OF CABLES (CD-7)
- (01) 3-YEAR CUSTOMER PROTECTION PLAN
- (01) INSTALLATION FEE

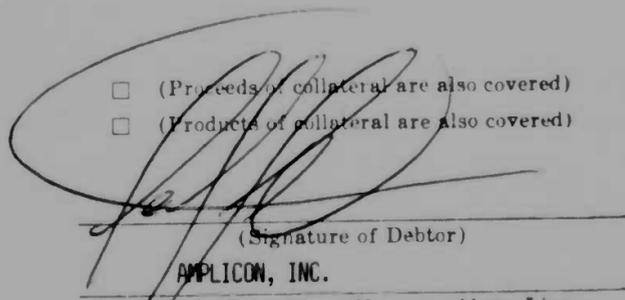
"INCLUDING ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, SUBSTITUTIONS AND IMPROVEMENTS THERETO AND THEREFOR, AND ALL PROCEEDS (INCLUDING INSURANCE PROCEEDS) OF AND FROM SAID EQUIPMENT."

CHECK  THE LINES WHICH APPLY

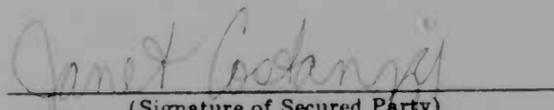
5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

  
 \_\_\_\_\_  
 (Signature of Debtor)  
AMPLICON, INC.  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)  
 Type or Print Above Signature on Above Line

  
 \_\_\_\_\_  
 (Signature of Secured Party)  
GENERAL ELECTRIC CAPITAL CORPORATION  
 Type or Print Above Signature on Above Line

11.50

**INFOSEARCH, INC.**  
 Toll Free (800) 222-2248 (C.A.) or (800) 222-2246 (Nationwide)  
 P.O. Box 2587  
 Sacramento, California 95812  
 Account # 6128103

529-385

# not used

7-15-88

FINANCING STATEMENT - FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement dated JULY 7, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name POLAR LEASING INC  
Address P.O. BOX 1154 - 2115 MONTEVIDEO RD  
JESSUP, A.A. CO, MD. 20794

2. SECURED PARTY

Name AMERICAN TRUCK & EQUIPMENT CO.  
Address 10,000 PULASKI HY.  
BALTIMORE, MD. 21220  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) JULY 7, 1993

4. This financing statement covers the following types (or items) of property: (list)

All instruments, documents of title, policies and certificates of insurance, chattel paper, deposits, intangibles and accounts, including Dealer Reserve Accounts maintained by Secured Party, money or other property now or hereafter owned by Debtor, or in which Debtor now has or hereafter acquires an interest and which are now or hereafter in possession of Secured Party or as to which Secured Party now or hereafter controls possession by documents of title or otherwise, and all proceeds of the property herein described.

- 1-1987 Mitsubishi Fuso FE434 VIN# JW6HBC1C5HL001660
  - 12' Gichner Van Body S/N - 20L35-13-3164
  - 1-1988 Mitsubishi Fuso FE434 VIN# JW6HBC1C15L000608
  - 12' Gichner Van Body S/N B20135-93161
- CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

POLAR LEASING INC.  
Charles J. Dorsey  
(Signature of Debtor)  
CHARLES J. DORSEY V.P.  
Type or Print Above Signature on Above Line  
Adam J. Watewski  
(Signature of Debtor)  
ADAM J. WATEWSKI - DIRECTOR  
Type or Print Above Signature on Above Line

AMERICAN TRUCK & EQUIPMENT CO.  
Jerome A. Biner  
(Signature of Secured Party)  
JEROME A. BINER  
Type or Print Above Name on Above Line

RECORD FEE 11.00  
#147720 0040 R03 110:10  
07/15/88

4209 BL44

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) LAST NAME FIRST ADDRESS(ES)

Severn Mobile Home Parks Inc  
7959 TELEGRAPH RD  
Severn, MD 21144

2. SECURED PARTY(IES) AND ADDRESS(ES)

Ford Motor Credit Co  
1133 Old Hickory Dr.  
Mechanicsville, VA 23111

FOR FILING OFFICER DATE, TIME, NUMBER AND FILING OFFICE

3. This statement refers to original Financing Statement No. 00479 Dated 10-2-84

A. Continuation

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below Secured Party's rights under the financing statement bearing the file number shown above in the following property:

D. Termination

The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

478 - 287

4. This transaction is exempt from the Recording Tax.

Filed with ANNE ARUNDEL CO.

Ford Motor Credit  
(NAME OF SECURED PARTY)

Dated: 6-22- 1988

By: B. Davis

U.M.C.C. JUN 65 7288-M (MARYLAND ONLY)

RECORD FEE 10.00  
POSTAGE .50  
#147740 0040 R03 110:15  
07/15/89

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

10/5/88

REV.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
John D. Hall, Jr.  
1197 Generals Highway  
Crownsville, MD 21032

2. Secured Party(ies) and address(es)  
INTERNATIONAL FINANCIAL  
SERVICES CORPORATION  
1701 Lake Ave.  
Glenview, IL 60025

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 13.00

POSTAGE .50

#147750 0040 REG-TLS:19

07/15/88

4. This financing statement covers the following types (or items) of property:  
Equipment as listed on the attached Schedule "A" which is hereby made a part of Lease #87-128. This is a true lease and as such no recordation tax is applicable.

5. Assignee(s) of Secured Party and Address(es)

BANK OF NEW ENGLAND  
One Washington Mall  
Boston, MA 02108

THIS UCC IS FILED TO GIVE NOTICE OF A LEASE BETWEEN THE PARTIES STATED ABOVE.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

John D. Hall, Jr.

INTERNATIONAL FINANCIAL SERVICES CORP.

By:

*[Signature]*  
Signature(s) of Debtor(s)

By:

*[Signature]*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1127-018-001-9-000

# INTERNATIONAL FINANCIAL SERVICES CORPORATION

Corporate offices: 1701 Lake Avenue, Glenview, Illinois 60025

(312) 729-7820

529 388 -A

SCHEDULE "A" TO LEASE #87-128 AND/OR  
SECURITY AGREEMENT-MORTGAGE ON GOODS AND CHATTELS  
AND UNIFORM COMMERCIAL CODE #1 & #3 FILING FORM  
DATED \_\_\_\_\_

LESSEE: BAY COUNTRY VETERINARY HOSPITAL

LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	TABLE MARK-2
1	TABLE WALK-ON
1	SCALE #380
3	3.5V HALOGEN DIAG SET
1	WAL BULB REPL. LAMP
1	WALL BULB HALL. 3.8V
1	STETA (BLUE) CARDIOCOFY
1	STETA F-w
1	MICROSCOPE
1	CHAMPION 36" CUTTER
1	REFRACTOMETER-PROTOMETER
1	FH VMS-1
1	FH YOKE BLOCK 2
1	WAL FIBEROPTIC LARYNGOSCOPE KIT
1	BURDICK
1	BURDICK M-200 EGG-PKUP
1	MICROSON ULTRASONIC SCALER, COMPLETE 5 PIECES
1	POLI-PRO DETAL POLISHER
1	POLI-PRO DISP. ANGLES
1	POLI-PRO FINGER RING SET
1	POLI-PRO POLISHING PASTE
1	POLI-PRO RUBBER CUPS
1	STERILIZER
3	BUD ECG RECORDING PAPER
2	MONITORAPM
1	INSTRUMENT STAND
1	S.S. THORACIC POSITIONER
1	CLA TRIAC
2	PASSIVE ANESTHESIA
2	DICKFORD NON-REBREATHING SYSTEM

529 388-B

- 2 CAGE PAD THERMAL TEMP CONTROL
- 1 POSITIONER VACU. COMPL. KIT
- 2 BAG RESUSCITATOR BICKFORD
- 1 WFX X-RAY ILLUM. SGL
- 1 WFX X-RAY ILLUM DBL
- 2 FH MASK K-9 LG
- 1 VETRO CAUTERY
- 6 CAGE 24H 24W 28 1/2 D/SS
- 4 CAGE IV HOLDER/HGR
- 10 SPONGE BOWLS SM
- 6 CAGE TAG HOLDERS

Instruments:

- 4 FCP ROCK-CARMELT 6 1/4" CVD
- 4 FCP ROCK-CARMELT 6 1/4" ST
- 3 HOOK OVAR 3/16 WIDE x4 SNOOK
- 4 KNIFE HDL #3
- 12 BACKHAUS TOWEL CLAMPS 3 1/2"
- 8 ALEIS TISSUE PCPS 6"
- 4 MAYO SCS 5 1/2" CVD
- 4 MAYO SCS 5 1/2" ST
- 6 KELLY FCP 5 1/2" ST
- 6 KELLY FCP 5 1/2" CVD
- 8 HALSTEAD MOSQ. FCPS 5" ST
- 8 HALSTEAD MOSQ. FCPS 5" CVD
- 4 FCP TISSUE, 5 1/2"
- 4 MEJZENBAUM SCS 5 1/2 ST
- 4 MEJZENBAUM SCS 5 1/2 CVD
- 3 SCS SUTURE WIRE ANGLED
- 3 FCP OLSEN-HEFAR 5 1/2
- 1 ELEV 5 1/4 x 3/16
- 1 ELEV 5 1/4 x 1/8
- 1 FCP CANINE INCISORS & BICUSPID
- 3 SCS BDG CVD 5 1/2" SS

INTERNATIONAL FINANCIAL SERVICES CORPORATION  
Lessor

By [Signature]  
(Title)

BAY COUNTRY VETERINARY HOSPITAL  
Lessee

By [Signature]  
(Title)

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS. BOOK 529 PAGE 389

MARYLAND FINANCING STATEMENT

273707

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Arundel Crane Service Corporation  
(Name or Names)  
113 Holsum Way, Glen Burnie, MD 21061  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation  
(Name or Names)  
8767 Satyr Hill Road, Baltimore, MD 21234  
(Address)

3. ASSIGNEE (if any)  
of SECURED PARTY: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

4. This Financing Statement covers the following types (or items) of property:

1980  
One - ~~XXXX~~ Used JLG Model 80F Aerial Work Platform  
S/N 763930

RECORD FEE 11.50  
#146970 C040 R03 07/14/88

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

RECORD FEE 11.00  
POSTAGE .50  
#146980 C040 R03 07/14/88

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
Arundel Crane Service Corporation  
By: James E. Skelton, Vice President  
(Type or print name of person signing)

SECURED PARTY:  
Atlantic Industrial Credit Corporation  
By: Robert E. Polack, President  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

Return To: SECURED PARTY

11.00

Anne Arundel County

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$11,888.00

1. Name of Debtor(s): THE BRITISH BREWING COMPANY, INC.  
Address: 6759 Baymeadow Drive  
Glen Burnie, MD 21061

270763

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Colesville Road  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

Inventory, Equipment, Accounts Receivable

4. Check the statements which apply, if any, and supply the information indicated:

RECORD FEE 11.00 42  
RECORD TAX 77.00 88  
POSTAGE .50

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable, type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to: #311520 C345 R01 T14#42  
07/15/88  
TEW

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s) THE BRITISH BREWING COMPANY, INC Secured Party:

*[Signature]* (PRES)  
Craig Stuart-Paul, President

FIRST AMERICAN BANK OF MARYLAND

By: *[Signature]*

Dennis L. Ortiz  
(Type Name and Title)  
Assistant Vice President

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11-  
77-  
50

77  
11-50  
85-88

FINANCING STATEMENT

BOOK 529 PAGE 391

270759

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s):  
Address:

House of Tropicals, Inc.  
7389 Baltimore Annapolis Blvd.  
Glen Burnie, Maryland 21061

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Colesville Road  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

Equipment, inventory & accounts receivable

RECORD FEE 11.00

POSTAGE .50

#311530 0345 R01 71442

07/15/88

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): House of Tropicals, Inc.

.....  
John M. Hresko, Sr. Pres.  
.....  
.....

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: .....

..... Dennis Ortiz, Assistant Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11-52

273770

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): THE ROSE RESTAURANT, LTD.  
Address: 6075 Belle Grove Road  
Baltimore, MD 21225

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Colesville Road  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

Equipment, Inventory, Accounts Receivable

4. Check the statements which apply, if any, and supply the information indicated:

If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

RECORD FEE 11.00

POSTAGE .50

#311550 0345 R01 T14#43

Debtor(s): THE ROSE RESTAURANT, LTD.

*Louis L. Zagarino*  
Louis L. Zagarino, President  
*Peter L. Antolini*  
Peter L. Antolini, Sec/Treas

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *Dennis L. Ortiz*  
Dennis L. Ortiz  
(Type Name and Title)

Assistant Vice President

07/15/88

15W

4  
18

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

118

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270771

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here. [ ]

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Graphic Images of Annapolis, Inc.
Address 2242 Bay Ridge Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bdlg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

CHECK [X] THE LINES WHICH APPLY

[ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)

[X] (Products of collateral are also covered)

Graphic Images of Annapolis, Inc.

By: \_\_\_\_\_ (Signature of Debtor)

Carol A. Masciarelli, President
Type or Print Above Name on Above Line

Carol A. Masciarelli, Pres. (Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

Joseph L. Schmitt (Signature of Secured Party)

Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
#311790 C345 R01 T15:54
07/15/88

Handwritten initials

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber ~~NO~~ No. 392

Page No. 381,382

Identification No. 220033

Dated 9/25/78

1. Debtor(s)	{	<u>Pepsi Cola Bottling Company of Annapolis, Inc.</u>
		Name or Names—Print or Type
	{	<u>7-11 Admiral Drive Annapolis MD 21401</u>
		Address—Street No., City - County State Zip Code

2. Secured Party	{	<u>Maryland National Bank</u>
		Name or Names—Print or Type
	{	<u>1713 West Street Annapolis MD 21401</u>
		Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

RECORD FEE 10.00  
POSTAGE .50  
#147940 0040 R03 112:05  
07/15/88

TEW

Dated: July 8, 1988

MARYLAND NATIONAL BANK

Name of Secured Party  
By: Maureen S. Konschnu  
Signature of Secured Party

Title: Vice President  
Type or Print (Include Title if Company)

After filing, please return to:  
N. Colleen Rose, Esquire  
Frank, Bernstein, Conaway & Goldman  
300 E. Lombard Street  
Baltimore, MD 21202

10.50

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber ~~R&H~~ No. 402

Page No. 359

Identification No. 225105

Dated 5/16/79

1. Debtor(s)	}	<u>Pepsi Cola Bottling Company of Annapolis, Inc.</u>			
		Name or Names—Print or Type			
	}	<u>P. O. Box 1949</u>	<u>Annapolis</u>	<u>MD</u>	<u>21404</u>
		Address—Street No.,	City - County	State	Zip Code

2. Secured Party	}	<u>Maryland National Bank</u>			
		Name or Names—Print or Type			
	}	<u>225 North Calvert Street</u>	<u>Baltimore</u>	<u>MD</u>	<u>21202</u>
		Address—Street No.,	City - County	State	Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 10.00  
POSTAGE .50  
#147950 0040 R03 T12:06  
07/15/88

TEW

Dated: July 8, 1988

MARYLAND NATIONAL BANK

By: Maurice S. Korschick  
Signature of Secured Party

Title: Vice President  
Type or Print (Include Title if Company)

After filing, please return to:  
N. Colleen Rose, Esquire  
Frank, Bernstein, Conaway & Goldman  
300 E. Lombard Street  
Baltimore, MD 21202

15.50

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber R&N No. 403 Page No. 130  
Identification No. 225336 Dated 5/25/79

1. Debtor(s) { Pepsi Cola Bottling Company of Annapolis, Inc.  
Name or Names—Print or Type  
{ P. O. Box 1949 Annapolis MD 21404  
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank  
Name or Names—Print or Type  
{ 225 N. Calvert Street Baltimore MD 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)  Termination

RECORD FEE 10.00  
POSTAGE .50  
#147960 0040 R03 112:07  
07/15/88

TEW

Dated: July 8, 1988 MARYLAND NATIONAL BANK  
Name of Secured Party  
By: Maureen J. Korschman  
Signature of Secured Party  
Title: Vice President  
Type or Print (Include Title if Company)

After filing, please return to:  
N. Colleen Rose, Esquire  
Frank, Bernstein, Conaway & Goldman  
300 E. Lombard Street  
Baltimore, MD 21202

15.50

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber ~~XXX~~ No. 423 Page No. 507  
Identification No. 231846 Dated 3/26/80

1. Debtor(s) { Pepsi Cola Bottling Company of Annapolis, Inc.  
Name or Names—Print or Type  
P. O. Box 1949 Annapolis MD 21404  
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank  
Name or Names—Print or Type  
1713 West Street Annapolis MD 21404  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 10.00  
POSTAGE .50  
#147970 0040 R03 112:08  
07/15/88

TEW

Dated: July 8, 1988 MARYLAND NATIONAL BANK  
Name of Secured Party  
By: Margaret S. Konschnu  
Signature of Secured Party  
Title: Vice President  
Type or Print (Include Title if Company)

After filing, please return to:  
N. Colleen Rose, Esquire  
Frank, Bernstein, Conaway & Goldman  
300 E. Lombard Street  
Baltimore, MD 21202

1580

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber ~~XX~~ No. 427

Page No. 281

Identification No. 233425

Dated 7/16/80

1. Debtor(s)	{	<u>Pepsi Cola Bottling Company of Annapolis, Inc.</u>			
		Name or Names—Print or Type			
		<u>P. O. Box 1949</u>	<u>Annapolis</u>	<u>MD</u>	<u>21404</u>
		Address—Street No., City - County State Zip Code			

2. Secured Party	{	<u>Maryland National Bank</u>			
		Name or Names—Print or Type			
		<u>225 North Calvert Street</u>	<u>Baltimore</u>	<u>MD</u>	<u>21202</u>
		Address—Street No., City - County State Zip Code			

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

RECORD FEE 10.00  
POSTAGE .50  
#147980 0040 R03 712:08  
07/15/88

TEN

Dated: July 8, 1988

MARYLAND NATIONAL BANK

Name of Secured Party \_\_\_\_\_

By: Margaret S. Korschick  
Signature of Secured Party

Title: Vice President  
Type or Print (Include Title if Company)

After filing, please return to:  
N. Colleen Rose, Esquire  
Frank, Bernstein, Conaway & Goldman  
300 E. Lombard Street  
Baltimore, MD 21202

15.00

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber ~~KAX~~ No. 431

Page No. 477

Identification No. 235550

Dated 11/24/80

1. Debtor(s) { Pepsi Cola Bottling Company of Annapolis, Inc.  
Name or Names—Print or Type  
{ P. O. Box 1949 Annapolis MD 21404  
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank  
Name or Names—Print or Type  
{ 225 N. Calvert Street Baltimore MD 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation ..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release ..... <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: ..... <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 10.00  
POSTAGE .50  
#147990 C040 R03 112:09  
07/15/88

TEW

Dated: July 8, 1988

MARYLAND NATIONAL BANK  
Name of Secured Party

By: Maurice J. Koschou  
Signature of Secured Party

Title: Vice President  
Type or Print (Include Title if Company)

After filing, please return to:  
N. Colleen Rose, Esquire  
Frank, Bernstein, Conaway & Goldman  
300 E. Lombard Street  
Baltimore, MD 21202

15.50

Financing Statement Records  
Anne Arundel County

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber ~~XXX~~ No. 472 Page No. 600  
Identification No. 251835 Dated 4/30/84

1. Debtor(s) { Pepsi Cola Bottling Company of Annapolis, Inc.  
Name or Names—Print or Type  
P. O. Box 1949 Annapolis MD 21404  
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank  
Name or Names—Print or Type  
1713 West Street Annapolis MD 21401  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 10.00  
POSTAGE .50  
#148000 0040 R03 112:09  
07/15/88

TEW

Dated: July 8, 1988

MARYLAND NATIONAL BANK

Name of Secured Party  
By: Maureen S. Korschnick  
Signature of Secured Party

Title: Vice President  
Type or Print (Include Title if Company)

After filing, please return to:  
N. Colleen Rose, Esquire  
Frank, Bernstein, Conaway & Goldman  
300 E. Lombard Street  
Baltimore, MD 21202

1550

TO BE RECORDED AMONG THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
TIAB Corporation, a Pennsylvania corporation, a/k/a T.I.A.B. Corporation, d/b/a Kemp Mill Records		10209 Bacon Drive	Beltsville, MD	20705

Name of Secured Party or assignee	No.	Street	City	State
SOVRAN BANK/DC NATIONAL, 1801 K Street, N.W., Washington, D.C. 20006				

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Schedule "A" attached hereto and incorporated herein by reference.

RECORD FEE 17.00  
RECORD TAX 210.00  
POSTAGE .50  
#148370 0040 R03 113:05  
07/18/88

TEW

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is ~~is not~~ subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$1,356,947.35 of which \$30,000.00 is taxable. *Recordation Tax \$210.00*

Debtor(s) or assignor(s)  
TIAB Corporation, a Pennsylvania Corporation,  
a/k/a T.I.A.B. Corporation, d/b/a Kemp Mill  
Records

SOVRAN BANK/DC NATIONAL (Seal)  
(Corporate, Trade or Firm Name)

By: *Stanley Wahler, Pres*  
Stanley Wahler, President

By: *Laura Holt Jones, CAO*  
Signature of Secured Party or Assignee  
Laura Holt Jones, Commercial Account Officer

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

17.00  
210.00  
-----  
227.00  
21.00

SCHEDULE "A" TO FINANCING STATEMENT

This Financing Statement pertains to the following collateral which is located at one or more of the Debtor's addresses as set forth in Schedule "B" attached hereto and incorporated herein by reference, or elsewhere:

(a) All of Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of Debtor's business, together with all liens, guarantees, securities, rights, remedies and privileges pertaining to any of the foregoing;

(b) All of Debtor's present and future furniture, fixtures, equipment, machinery and supplies of every type and nature, together with all present and future accessories, additions and/or replacements thereto, excluding all computer-related equipment, software and peripherals, and specifically excluding the items described on Schedule "C" attached hereto and incorporated herein by reference;

(c) All property, goods and chattels of the same classes as those described above, acquired by Debtor subsequent to the execution of this Agreement and prior to its termination;

(d) All cash and non-cash proceeds of any or all of the foregoing;

(e) All increases, substitutions, replacements, additions and accessions to the foregoing; and

(f) The Debtor has covenanted and agreed with the Secured Party that so long as the Debtor shall be indebted to the Secured Party or its successors or assigns, whether as maker, endorser, guarantor, or otherwise, whether such obligation be incurred before or after the date hereof, and until this instrument is terminated, the Debtor shall not without the Secured Party's prior written consent convey, or incur, create, assume, suffer or permit to exist any lien, pledge, security agreement, chattel mortgage, or otherwise encumber any of the Debtor's present or future inventory of any type (the "Property"), except in favor of the Secured Party. The foregoing shall not, however, preclude consignment interests, landlord liens or sale or purchase money financing, including the granting of purchase money security interests in the above by the Debtor in the ordinary course of the Debtor's business.

## SCHEDULE "B" TO FINANCING STATEMENT

## TIAB CORPORATION

MO-ADAMS MORGAN 2459 B 18th St., NW Washington, DC 20001 202-387-1011	AD-ANNANDALE 16912 Braddock Rd Annandale, VA 22003 703-354-3117	AN-ANNAPOLIS 1150 D Jennifer Rd Annapolis, MD 21043 301-261-8483
AH-ASPEN HILL 13623 A Georgia Ave Silver Spring, MD 20906 301-929-0411	BX-BAILEYS X ROAD 15851 Leesburg Pike Baileys X Roads, VA 22041 703-931-0313	BL-BELLEVUE 11514 Belleview Blvd Alexandria, VA 22307 703-768-0905
BC-BRIGGS CHANEY 12811 Outlet Dr. Silver Spring, MD 20904 301-890-6161/6163	CM-CHILLUM 15609 Sargent Rd Chillum, MD 20783 301-559-3392	CP-COLLEGE PARK 17310 Baltimore Blvd College Pk, MD 20840 301-779-1061
CD-COLUMBIA 5435 Dobbin Rd Columbia, MD 21045 301-982-1339	DC-DUPONT CIRCLE 11518 Connecticut Ave, NW Washington, DC 20036 202-332-8247/8401	FA-FAIR CITY 19650 Main St. #51 Fairfax, VA 22046 703-323-1584
FP-FALLS PLAZA 1283 B West Broad St. Falls Church, VA 22046 703-532-2016	GB-GAITHERSBURG 1534 N. Frederick Ave Gaithersburg, MD 20760 301-258-0246	GW-GREENWAY 17541 Greenbelt Rd Greenbelt, MD 20770 301-474-6664/0358
LM-LAUREL 356 Domer Ave Laurel, MD 20707 301-498-2120	LD-LOEHMANN'S 17268 Arlington Blvd Falls Church, VA 22042 703-573-1668	MS-MANASSAS 16359 B Sudley Rd Manassas, VA 22091 703-631-4964
MH- MARLOW HEIGHTS/IVERSON 3891-C Branch Ave. Temple Hills, MD 20748 301-423-6311	PM-POTOMAC MILLS Space 795 Suite 957 2700 Potomac Mills Circle Woodbridge, VA 22192 703-643-2299	RN-RESTON 11130 Southlakes Dr Reston, VA 22091 703-620-0340
RV-ROCKVILLE 891 A Rockville Pike Rockville, MD 20852 301-251-0666	VD-VAN DORN 1261 S. Van Dorn St. Alexandria, VA 22304 703-370-5333	VV-VIENNA 1331 Maple Ave Vienna, VA 22180 703-938-8840
WM-WHEATON 1351 Lambertson Dr Wheaton, MD 20902 301-549-1595	WF-WHITE FLINT 15204 Nicholson Lane Kensington, MD 20895 301-468-2908	WA-WISCONSIN AVE 11260 Wisconsin Ave NW Washington, DC 20007 202-333-1392
RH - REHOBOTH 3 First Street Rehoboth Beach, DEL 19971	OL - OLNEY 18149 Village Mart Dr. Olney, MD	VN - VAN NESS 4304 A Connecticut Ave NW Washington, D.C.
YR - YORKRIDGE 6 West Ridgely Road Lutherville, Md 21093	NEW DISTRIBUTION CENTER 11420 Old Baltimore Pike Beltsville, Md 20705	

SCHEDULE "C" TO THE FINANCING STATEMENT

## Description of computer hardware equipment:

1 Printronics P-300  
1 P-300 Pedastal  
1 MUP-150 B  
1 MUP-150 Pedastal  
1 QMS Magnum Obard  
1 Magnum 357  
1 Uniform Power Supply  
1 Zilog Model 32 Computer  
12 Terminals  
3 Scanner/light pens  
1 U.S. Robotics Modem  
12 Terminal Cables/install.  
SMC Basic

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ ~~32.50~~ 2775.40
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
The Deringer Group Inc.	335 Cove Road
Joseph J. Deringer, President	Riva, Md. 21140
Joseph J. Deringer, Individually	

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):  
Honeywell Dell 20 MHz, 80286 Microcomputer with VGA display monitor and all associated equipment.  
Serial # SYS 220000394

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
 

RECORD FEE	13.00
RECORD TAX	21.00
POSTAGE	.50

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)  
The Deringer Group Inc.

BY: Joseph J. Deringer, President

BY: Joseph J. Deringer, Individually

Secured Party (or Assignee)

#312970 0055 B01 T08:34

FARMERS NATIONAL  
BANK OF MARYLAND

BY: *[Signature]*

07/19/88

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

13-  
21-  
.50

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

This statement is presented to a filing officer pursuant to the Uniform Commercial Code:

<p><b>1. DEBTOR and Address (Last Name First)</b>                  Environmental Elements Corporation                  3700 Koppers Street                  Baltimore, Maryland 21227</p>	<p><b>2. SECURED PARTY and Address</b>                  American Security Bank, National Association                  1501 Pennsylvania Avenue, N.W.                  Washington, D.C. 20013</p>
<p><b>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</b></p>	<p><b>4. RETURN TO:</b>                  Carl E. Eastwick, Esquire                  Weinberg and Green                  100 South Charles Street                  Baltimore, Maryland 21201</p>

**5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:**

Number: 248060 Date: July 11, 1983

Record Reference: Liber 463, Page 380 Anne Arundel County Financing Records

<p><b>6. A. CONTINUATION</b> ..... <input type="checkbox"/>                  The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.</p>	<p><b>6. B. RELEASE</b> ..... <input checked="" type="checkbox"/>                  From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.</p>
<p><b>6. C. ASSIGNMENT</b> ..... <input type="checkbox"/>                  The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the Financing Statement referred to above in the property listed below.</p>	<p><b>6. D. OTHER</b> ..... <input type="checkbox"/></p>

RECORD FEE 27.28  
 POSTAGE .50  
 #176370 DTTT R04 TOPICS  
 07/19/88

**INFORMATION:**

Secured Party hereby releases the collateral described in Schedule 1 and Schedule 2 attached hereto and the proceeds and products of such collateral from the security interest granted by the Debtor to the Secured Party under the Loan and Security Agreement dated July 8, 1983, as amended, (the "Agreement") by and between the Debtor and the Secured Party and further described in the original financing statement referred to in item 5 above.

(See Continuation Page Attached)

**SECURED PARTY:**  
 Dated June 30, 1988  
American Security Bank, National Association  
 By: Gerard M. Keeley (Title)  
 Gerard M. Keeley  
 Executive Vice President

ucc-6

212-80

CK

(Continuation Page)

This release constitutes a partial release of the collateral subject to the security interest granted by the Debtor to the Secured Party under the Agreement, and the Secured Party retains its security interest under the Agreement in the collateral described therein and in the original financing statement referred to in item 5 above only to the extent that such security interest has not been released in this and any prior statements of release filed by the Secured Party or its assignee, if any, pursuant to Section 9-406 of the Commercial Law Article of the Annotated Code of Maryland.

SCHEDULE 1

- 1(a) Tangible property (list attached)
- 1(b) Patent and Trademark assets
  - i. Patents and Trademarks (lists attached)
- 1(c) Other intangible assets
  - i. Installation list
  - ii. Engineering drawings, specifications
  - iii. Shop detail drawings, bills of material, and manufacturing routing
  - iv. Standard material requisitions and typical purchase orders
  - v. Blanket purchase orders, vendor supply contracts and key vendor files
  - vi. Operating data, performance data
  - vii. Master licensing technology file and data package, and executed licensing agreements
  - viii. Active and inactive contract files
  - ix. Cost data and estimating computer programs
- 1(d) Inventory (summary and detail list attached)

Schedule 1(a)

Water Treatment Systems Division Tangible Property

DESCRIPTION:

Engineering Fixtures, Patterns, Dies

- Property on the premises of Pultrusions Corporation, 1331 So. Chillicothe Road, Aurora, OH 44202
  - cell sheet tool identified as asset number 735
  - hold down angle fixture identified as asset number 739
  - fixture identified as asset number 740
- Property on premises of Premix, Inc., No. Kingsville, OH 44068
  - 2 wear strips and I cavity, identified as asset numbers 736 and 741
  - 8 inch core, identified as asset number 743
  - 12 inch core, identified as asset number 753
  - fixture identified as asset number 738
  - fixture identified as asset number 742
  - cell end and outlet identified as asset number 737
- Patterns on premises of Horsburgh & Scott, 5114 Hamilton Avenue, Cleveland, OH 44114-3985
  - 5 Drive models with serial numbers C14800, C15800, C16600, C18600, and C110000

Research and Development Equipment

- Trailer-Mounted ABW Filter - 150,000 gpd capacity, identified as asset number 883
- Traveling bridge 6ft.sq. pilot module
- Single Compartment 4ft. sq. pilot module & controls, identified as asset number 893
- Two five-inch diameter test columns & controls
- Automatic Wash Sedimentation Filter pilot module
- Magnetic flowmeter and miscellaneous pumps, identified as asset number 895
- Single compartment 8 ft. sq. test module
- Misc. laboratory comprised of Mettler analytical balancer, oster pipe threader, oxygen meter and fp converter identified as asset numbers 890, 901, 907 and 908
- Blue box furnace identified as asset number 823
- Air compressor identified as asset number 885

Sales Office - Chicago, 401 Town Square, Suite 103-A, Schaumburg, IL 60193

- Chicago office furniture, identified as asset number 170
- IBM typewriter, identified as asset number 169

Water Treatment Systems Executive Section Equipment

- RDA Teleprinter and Acous Coupler, identified as asset number 244
- 2 IBM typewriters, identified as asset numbers 104 and 108
- Bruning Addressograph Multigraph Model 5500 Microfilm Printer
- Dietzgen 4313 Microfilm Reader, identified as asset number 115
- Manuals and brochures

ENVIRONMENTAL ELEMENTS CORPORATION  
 PATENTS: Water Treatment Systems

Date: Revised 6/24/88

Docket No.	U.S. Appl. Ser. # Patent	U.S. File Date Appl. Pat. Expir. Date	Title	Abstract/Inventor/Assignmt. Reel-Frame	Priority No.	Foreign Issue Country/No./Exp. Date	Notes
66H36	2,724,506	2/17/51 11/22/72	Sediment & Agitating Apparatus	Agitating devices/Hardinge		None	Expired
66H37	2,750,038	8/23/51 6/12/73	Material Handling Mechanism	Hydraulic reciprocating motion/Hardinge		None	Expired
66H48	285,684 3,239,061	6/5/63 3/8/83	Automatic Backwash Sand Filter and Cleaning Process	ABW sand filter and cleaning same/Horning-Jacobs/3071-983	1	Can/749760/12-83 Jap/8971740/5-79/Utility Model U.K./1056115/5-84 Abn.	U.S. Exp.
73H97	s/n 353,487	4/23/73 Abandoned U.S. filing in May 1975	Method & Apparatus for Selectively Backwashing-Continuous Filtering	Continuous filtering system/Horning	1	Braz/7403280/App1. 4-74 Abn. Can/191413/Abn. 8-77 Fr/74-10014/3-94 Ger/P24116425 Appl./ Abn. 1-77 It/P1035073/4-94 Jap/14396 Appl./ Abn. 2-78 SoAf/742258/4-90/ U.K./1,442,543/4-94	Renewed 3-87
74H21	s/n 572,723	4/29/75	Method & Apparatus for Continuously Filtering a Contaminated Liquid in a Liquid Purifying System	Open filter bed & tank for liquid dual media/Horning	1	It/49245/76/App1./Rn 9-84 Jap/50712/App1. 1976/ Abn. 5-83 Taiw/NI9818/4-91/Rn 4-87	Renewed 5-88
74H21C			Dual Media ABW	/Horning			ABN 8-77
74H81			Floating Skimmer for Water Filters & Clarifiers	/Jones			Disclosure ABN 9-76

Date: Revised 6/24/88

ENVIRONMENTAL ELEMENTS CORPORATION  
PATENTS: Water Treatment Systems

Docket No.	U.S. Appl. Ser. # Patent	U.S. File Date	U.S. Appl. Pat. Expir. Date	Title	Abstract/Inventor/Assignmt. Reel-Frame	Priority No.	Foreign Issue Country/No./Exp. Date	Notes
75H19	s/n 670,261	3/25/76		ABW Effluent Cover	Collection of deflected surface contaminants/ Barnhouser/3644-291	1	Can/1,097,573/3-98 It/11-76/App1. Jap/1067229/3-96 U.K./1,541,853/10-96/	ABN 1-77 No fees req'd Lapsed 3-85 Lapsed. Appealed 5-88
75H29	604,432 4,166,036	8/13/75 8/28/96		Floating Skimmer Apparatus				
75H35	644,827 4,048,076	12/29/75 9/13/94		Center Column Drive Arrangement for Circular Clarifiers	/Pearre-Carighead/3434-285	4	None	
76H22	s/n 770,686	2/22/77		ABW Filter w/Passive Backwash Structure	/Storm	4		ABN 7-80
76H22C	s/n 162,946	6/25/80		ABW Filter w/Passive Backwash Structure	/Storm	4		ABN 10-80
76H126	776,722 4,133,766	3/11/77 1/9/96		Filter Media Support and Containment System	Improved granular media filter/Adie/3584-906	1	Aust/513986/12-94 Can/1,109,402/9-98 Den/585778/App1. 12-78 Fr/7900373/1-99 Ger/P2900517.2-09/7-2000 Ind/151110/5-93 It/48377-78/App1. Jap/1193599/3-99 Nor/App1. 1-79/Abn. 2-78 Swe/79-00081-6/3-99 Switz/639862/1-99	Renewed 2-88 No ren. req'd Ann. paid 5-88 Renewed 3-88 Ann. due 9/88 Renewed 4-88 Ann. paid 4-88 Renewed 6-88 Renewed 5-88

Date: Revised 6/24/88

SCHEDULE 1(b) continued

ENVIRONMENTAL ELEMENTS CORPORATION  
PATENTS: Water Treatment Systems

Docket No.	U.S. Appl. Ser. # Patent	U.S. Appl. File Date Pat. Expir. Date	Title	Abstract/Inventor/Assignmt. Reel-Frame	Priority No.	Foreign Issue Country/No./Exp. Date	Notes
76H126 (Cont'd)							
77H71			Lamella Separator	/Walters/6-77		Taiw/9221/7-89/Rn. 7-84 U.K./1578509-3-98	Ren. due 7-88 Renewed 2-88
78H65	s/n 135,169	3/28/80	Buoyant Media Filter See 78H65C	Upflow bouyant media filter/ Simmers	4	None	Needs add. dev.
78H65C	421,816 4,446,027	5/1/20001	Buoyant Media Filter	Upflow bouyant media filter/ Simmers	4	None	
78H100			Adjustable Sloping Plates for Lamella Separator	/Mao/			Pat. Pend.
78H101			Nutating Drive Assembly for Flocculators or Mixers	Variable speed/Peare/10-78			On Hold
78H107			Series Filtration	Allows greater loading/Walters/ 10-78			Needs add. dev.
79H1			U-Tube Filter	/Simmers/12-79			On Hold
79H3			Automatic Wash Sedimentation Filter	Allows uninterrupted sedi- mentation and rapid sand filtration simultaneously/ Adie/1-79			Needs add. dev.
84H1			Sludge Cake Comminution	Nozzle spraying of media/ Horstman			Date being devlpd. for disclosure (7/84)

Date: Revised 6/24/88

ENVIRONMENTAL ELEMENTS CORPORATION  
PATENTS: Water Treatment Systems

SCHEDULE 1(b) continued

Docket No.	U.S. Appl. Ser. # Patent	U.S. Appl. File Date Pat. Expir. Date	Title	Abstract/Inventor/Assignmt Reel-Frame	Priority No.	Foreign Issue Country/No./Exp. Date	Notes
84H4	760,258 4,617,131	7/29/85 10/14/2003	Method & System of Cleansing a Filter Bed	Improved Valve Control/ Walker/4451-630-632	1	European Patent Conv. (EPC) 10 Countries: Austria, Belgium Sweden, France W. Germany, Switz., Liechtenstein, Italy, Netherlands, U.K. Den/App. 3578/86	Appl. 86 401400.6 Filed 6/25/86 Ann. paid 6/88
84H4CIP	913,338	9/30/86	Improved Method & System of Cleansing a Filter Bed	Improved Valve Control/ Walker/Adie/Shapiro		Ireland/App. 1524/86 Norway/App. 862755 China/App. P862400 India/App. 420/CAL/86 Australia/App. 57991/86 Japan/App. 138031/86 Mexico/App. 2760 Canada/App. 510542 Korea/App. 6199/86 SoAfr/86-4188/6-2006 Brazil/App. P18602891	Filed 7/28/86 Ann. due 7-88 Filed 6/9/86 Filed 7/8/86 Filed 7/28/86 Filed 6/5/86 Filed 5/28/86 Ann. paid 4-88 Filed 6/13/86 Filed 7/10/86 Filed 9/10/86 Filed 7/29/86 Ann. paid 3-88 Renew every 3 years Filed 6/23/86

## ENVIRONMENTAL ELEMENTS CORPORATION

## WTS TRADEMARK REGISTRATION SUMMARY

TRADEMARK	COUNTRY	REGISTRATION NUMBER	DATE OF REGISTRATION	(DATE FOR RENEWAL)	INT'L CLASS (US)	STATUS
ENELCO-ABW	Australia	Appl. 450239	Filed 8/13/86		11	In examination stage
ENELCO-ABW	Austria	110689	3/27/85	10/23/95	11	Ren. 10/23/95 & every 10 years
ENELCO-ABW	Denmark	2399/86	8/29/86	8/29/96	11	Renew every 10 Years
ENELCO-ABW	Germany	1097013	8/23/85	8/23/95	11 & 7	Renew every 10th Year
ENELCO-ABW	Ireland	115999	7/5/85	7/5/92	11	Ren. by 7/5/92 for add'l 14 Years
ENELCO-ABW	Switzerl.	339212	4/25/85	4/25/2005	11	Renew every 20th year
ENELCO-ABW	U.K.	81233708	1/16/85	1/16/1992	11	Renew every 14th year
ABW	Benelux	407051	1/22/85	1/22/95	11	Ren. 1/22/95-Instruction s requesting filing application due
ABW	Bophuthat- swana	B85/15352	5/7/85	5/7/95	7	Renew every 10 years

ENVIRONMENTAL ELEMENTS CORPORATION

WTS TRADEMARK REGISTRATION SUMMARY

TRADEMARK	COUNTRY	REGISTRATION NUMBER	DATE OF REGISTRATION	(DATE FOR RENEWAL)	INT'L CLASS (US)	STATUS
ABW	Canada	234034	7/20/79	7/20/94	--	Renewal due on 7/20/94
ABW	France	1296714	1/23/85	1/23/95	11	Use before 1/23/90 Ren. 1/23/95
ABW	Greece	79312	3/5/85	3/5/95	11	Ren. 3/5/95 & every 10 years
ABW	Italy	456087	2/1/85	2/1/95	11	Ren. 2/1/95 & every 20 years
ABW	Mexico	214452	6/8/78	6/8/81	31	Lapsed-Renew when used
ABW	Norway	863518	Appl. 9/5/86		11	Amended spec filed 4/15/88
ABW	Papua New					Filing never completed (7/18)
ABW	Philippines					Filing never completed (6/79)
ABW	So. Africa	B85/0104	1/3/85	1/3/95	7	Renewal due on 1/3/95
ABW	So. West Africa	B85/0385	4/25/85	4/25/95	7	Ren. 4/25/95 & every 10 years

## ENVIRONMENTAL ELEMENTS CORPORATION

## WTS TRADEMARK REGISTRATION SUMMARY

TRADEMARK	COUNTRY	REGISTRATION NUMBER	DATE OF REGISTRATION	(DATE FOR RENEWAL)	INT'L CLASS (US)	STATUS
ABW	Spain	1093166/X	3/20/86	3/20/91	11	Ren. 3/20/91 & every 5 years
ABW	Taiwan	102383	8/1/78	7/31/88	92	Renewal due 7/31/88
ABW	Transekei	8510353	5/7/85	Unlimited	7	Registered 5/7/85
ABW	USA	1088629	4/4/78	4/4/98	11	Renewal due on 4/4/98
ABW	Venda	Appl. 85/0311	Filed 5/7/85		7	Filing in process

Schedule I (d)

QTY	CLASS	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	TOTAL
1459	16101	BOILER DRUMS, ETC.	EA	1	124013.22	\$ 124013.22	\$ 124013.22
1459	16102	ELECTRICAL	EA	0	0	\$ 0	\$ 11025.24
1459	16103	FURNITURE	EA	0	0	\$ 0	\$ 23194.22
1459	16104	PAINT	EA	0	0	\$ 0	\$ 3470.10
1459	16106	GRATE - 5/8"	EA	0	0	\$ 0	\$ 3881.95
1459	16109	BLOCKS, SHIFTS, DRUM WHEELS	EA	0	0	\$ 0	\$ 30695.30
1459	16116	ROD, END, CORNERS, PIPE AND PUMP GOBELTS	EA	0	0	\$ 0	\$ 35116.00
1459	16159	MISCELLANEOUS PARTS	EA	0	0	\$ 0	\$ 71534.72
			GRAND TOTAL	1	36964.91	\$ 36964.91	\$ 302930.76
1462	16301	PIPE FITTING	EA	0	0	\$ 0	\$ 5072.16
1462	16401	PLATES	EA	0	0	\$ 0	\$ 0
1462	16402	BOX & BUILT	EA	0	0	\$ 0	\$ 0
1462	16403	STRUCTURAL SHIFTS	EA	0	0	\$ 0	\$ 0
1462	16404	PIPE AND TUBING	EA	0	0	\$ 0	\$ 0
1462	16405	C.R. STEEL	EA	0	0	\$ 0	\$ 0
1462	16406	PIPE FITTING, 1/2"	EA	0	0	\$ 0	\$ 0
1462	16410	SOLID STEEL	EA	0	0	\$ 0	\$ 0
1462	16412	PROTECTIVE SHEETS & VEHICLES	EA	0	0	\$ 0	\$ 307742.36
1462	16299	SEE YOU	EA	0	0	\$ 0	\$ 0
			GRAND TOTAL	1	36964.91	\$ 36964.91	\$ 615745.28

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Schedule 1(d) - continued

INSTRUMENTAL ELEMENTS CORPORATION  
 INVENTORY PARTS REPORT  
 FOR MAY 31, 1983, 4:50 PM  
 WATER TREATMENT

INVENTORY	CLASS	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	EXTENDED VALUE
CONTAINER	1459	CLASS 1459 MOUNTING FOR THE PUMPS					
ADAPTER	AC31012-SB	ADAPTER MOUNTING PUMP REV. G. DO NOT REORDER. (REPLACED BY AC31042-SB. THESE PARTS ARE INTERCHANGEABLE)	0	EA	361.90	0	361.90
ANGLE	AD10661-3	ANGLE RESTRAINING (MUST BE MADE IN MULTIPLES OF 100 PER PUM SHEET)	17	EA	44.75	760.75	760.75
ANGLE	AC10658-1	ANGLE RESTRAINING SKINNER (MOUNTING) (MUST BE MADE IN MULTIPLES OF 2)	32	EA	57.64	1845.28	1845.28
BAR	AD12101-3	BAR COUPLING (ALUMINUM) (MUST BE MADE IN MULTIPLES OF 2)	22	EA	33.32	733.04	733.04
BAR	AA31044	BAR SPLICE FOR 30# PAUL FEV. (CLOSED IN FITS) 1/4 X 1-1/2 X 16-1/8 LG. (MUST BE MADE IN MULTIPLES OF 8)	29	EA	16.00	464.00	464.00
BAR	AB12154-1	BAR SUPPORT (USED ON EASTWASH ROSS KID) (MUST BE MADE IN MULTIPLES OF 3)	7	EA	60.71	424.97	424.97
BOX	AD10676-SA	BOX ROSS CLEANER 3" (FORMERLY AD10519-SA. THESE PARTS ARE INTERCHANGEABLE)	1	EA	303.50	303.50	303.50
BOX	AD10675-SA	BOX ROSS CLEANER 12" (FORMERLY AD10518-SA. THESE PARTS ARE INTERCHANGEABLE)	2	EA	250.00	500.00	500.00
BOX	AD10674-SA	BOX ROSS CLEANER 18" (FORMERLY AD10517-SA. THESE PARTS ARE INTERCHANGEABLE)	2	EA	250.00	500.00	500.00
BRACKET	AC12320-01	BRACKET MOUNTING PIPE (CHECKING OTHER MOUNTING FOR THE PUMPS)	0	EA	217.20	0	217.20
BRACKET	AC12193-01	BRACKET MOUNTING LLEVIFLOP PUMPER - FEV. (DO NOT REORDER - TO BE REPLACED BY AC12193-01)	0	EA	386.83	0	386.83
BRACKET	AD10661-54	BRACKET FLOAT (USED ON FEV. PUMPS) (MUST BE MADE IN MULTIPLES OF 2)	8	EA	56.81	454.48	454.48
BRACKET	AD12101-50	BRACKET COUPLING (ALUMINUM) (MUST BE MADE IN MULTIPLES OF 2)	22	EA	33.32	733.04	733.04





Schedule I(d) - continued

INVENTORY CONTROL NO.	CLASS	FRAMING	CONTROL NO.	DESCRIPTION	QTY	UNIT	ON HAND	ON ORDER	RESERVED	QTY	UNIT	TOTAL	LAGOP	CO S I	BURDEN	EXTENDED VALUE
FRAM126	AD1223-01	0	FC	FRAME MEMBER SIDE FOR 12" 6" FILTER - REV. D (PART OF CARTRIDGE FRAME)	0	1	110,000	0	0	0	1	110,000	30,000	0	67,500	622.50
FRAM126F	AD1223-01	0	FC	FRAME MEMBER SIDE FOR 12" 6" FILTER - REV. C (PART OF CARTRIDGE FRAME)	0	1	110,000	0	0	0	1	110,000	25,000	0	56,250	573.75
FRAM116	AD1209-01	0	FC	FRAME MEMBER SIDE FOR 16" 10" FILTER - REV. E (PART OF CARTRIDGE FRAME)	0	1	130,000	0	0	0	1	130,000	23,000	0	74,250	1660.75
FRAM116F	AD1209-01	0	FC	FRAME MEMBER SIDE FOR 16" 10" FILTER - REV. C (PART OF CARTRIDGE FRAME)	0	1	130,000	2	0	0	1	130,000	28,000	0	63,000	442.00
GVAL	AC12124-SA	1	FC	GUARD CHAIN ASSY (REV. C) (MUST BE MADE IN MULTIPLES OF 2)	25	1	6,300	0	17	17	1	6,300	24,700	0	35,600	0
KEY123	W435623	6	FC	KEY 50, 1/2 X 3	152	1	0	0	0	0	1	152	210	0	.473	131.17
KIT3	AA30203	2	FC	MOUNTING ELECTRICAL CONNECTION HARDWARE REV. D (MUST BE MADE IN MULTIPLES OF 4)	8	1	158,000	0	0	0	1	158,000	2,000	0	4,500	987.00
K114	AA30204	5	FC	MOUNTING CLEANER EDGE REV. C	22	1	24,000	0	0	0	1	24,000	6,000	0	13,500	957.00
K116	AA30213	163	FC	BRACKET SUPPORT WASHWATER LOUVER WITH HARDWARE (REV. C)	79	1	10,500	0	0	0	1	10,500	7,560	0	17,010	1367.73
K118	AA30201	1	FC	BACKWASH ASSY. REV. G (MAY BE REPLACED BY ANOTHER GERT. IN THE FUTURE P/P)	3	1	335,000	0	0	0	1	335,000	12,000	0	40,500	393.50
K119	AA30207	14	FC	HARDWARE CELL ASSEMBLY (9" X 18") REV. E	0	1	8,500	0	0	0	1	8,500	6,500	0	14,625	911.62
K119H	AA30208	6	FC	SINGLE CELL HARDWARE (9" X 18") REV. E	3	1	62,000	0	0	0	1	62,000	9,000	0	9,000	300.00
K119S	AA30209	11	FC	HARDWARE END SECTION (9" X 18") REV. E	11	1	20,700	0	0	0	1	20,700	3,000	0	6,750	333.08

EXPERIMENTAL ELEMENTS OFFERED FOR SALE  
 10700007 10715 REF OF I  
 000 MAY 31 1989 4:50 PM  
 WATER TREATMENT



Schedule 1(d) - continued

ITEM NO.	CLASS	DESCRIPTION	QTY	UNIT	EXTENDED VALUE	UNIT PRICE	QTY	UNIT	EXTENDED VALUE
621-1459	CLASS	16100 NAILING FOR THE POLES							
CONTROL	PART NO.	DESCRIPTION	QTY	UNIT	EXTENDED VALUE	UNIT PRICE	QTY	UNIT	EXTENDED VALUE
PIP1123	9431075-3	PIPE 1-1/2" SCH 80 3" X 3" 10' P90 REFLECTOR 453107-6 R 453107-7	20	FT	80.46	4.023	0		0
PIP1128	9431075-4	PIPE SCH 80 1-1/2" X 3" 10' P90 (MUST BE MADE IN MULTIPLES OF 5')	50	FT	226.10	4.522	0		0
PIP3	9412174-46	PIPE SCH 40 PVC 3 X 3 10' ALL MATERIAL FURNISHED FOR THIS PART MUST BE	30	FT	369.72	12.324	0		0
PIP323	9412174-27	PIPE SCH 40 PVC 3 X 2 10' ALL MATERIAL FURNISHED FOR THIS PART MUST BE	28	FT	163.96	5.856	0		0
PLA4	9412101-4	PLATE ANCHOR ALUMINUM (MUST BE MADE IN MULTIPLES OF 3')	264	PC	589.98	2.235	361	PC	1,418
PLA1	9431033	PLATE LEVELING FOR 30 PULL # 9435 FEET B (MUST BE MADE IN MULTIPLES OF 20')	340	PC	1,422.00	4.182	251	PC	1,050
PLA5	9410933	PLATE PUMP SPINNER DO NOT REORDER - MATERIAL OBTAINED FROM MRS. TO PVC	0	PC	0	0	0		0
PLA6	AC31045-54	PLATE SUPPORT BACKWASH PUMP MOUNTING (FOR FLYGT SUENERSIBLE PUMP)	8	PC	616.40	77.05	0		0
PLA7	9431023-1	PLATE WASHWATER W/ACTIVE LEVEL	1	PC	31.49	31.49	12	PC	466
PLA8	9410685-01	PLATE WIPER (MUST BE MADE IN MULTIPLES OF 5' TO 10')	14	PC	46.99	3.356	0		0
PLA9	9431043-54	PLATE WASHWATER PUMP 3000 GPM FOR 10' 2" W/REFLECTOR 453107-6 INTERCHANGEABLE WITH 9431043-54	5	PC	129.25	25.85	53	PC	2,150
POK6	9431903	POST ILLUMINATED 10' X 11' 10" FORMERLY ORDERED ON 10' X 11' 10"	10	PC	504.00	50.40	202	PC	10,080
FO76	9431021-54	POST GUIDE 10' X 11' 10"	10	PC	841.00	84.10	10	PC	841.00

CONTROL PART NO. DESCRIPTION QTY UNIT EXTENDED VALUE UNIT PRICE QTY UNIT EXTENDED VALUE UNIT PRICE











Schedule 1(d) - continued

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CONTINGENTIAL ELEMENTS CORPORATION  
 INVENTORY PARTS REPORT  
 TOE, MAY 31, 1988, 4:50 PM  
 WATER TREATMENT

INVTN	CLASS - 16102 ELECTION	PART NO.	REF. P. NO.	QTY	ON HAND	QTY	ON ORDER	RESERVED	QTY	MAT'L	UNIT	LABOR	COST	EXPDEM	EXTENDED VALUE
NO.	7 DESC.	PT.	QTY	FC	PC	FC	PC	FC	PC						
SW1H	4810866-1	5	20	FC	1	20	0	20	0	57,000			0	0	1140.00
	SWITCH LIMIT HARGO EA060-21100														
TERM1210	WA54415	25	300	FC	240	0	0	0	0				0	0	40.08
	TERMINAL WIRE RING TONGUE VINYL INSULATED FOR														
	#12-10 WIRE, #10 STUD (109 PER BOX) COLOR - YELLOW														
TERM1214	WA7530	0	0	FC	45.0	0	0	0	0				0	0	105.30
	TERMINAL WIRE RING TONGUE STA-FOR VINYL														
	SELF-INSULATED, #12-10 WIPE, 1/4" STUD (100 PER														
TERM1610	WA54413	73	1400	PC	300	0	0	0	0				0	0	38.10
	TERMINAL WIRE RING TONGUE VINYL INSULATED FOR														
	#16-14 WIRE, #10 STUD (100 PER BOX) COLOR - BLUE														
WIR148	WA30267	1543	8000	LF	7500	5000	0	3100	0				0	0	195.00
	WIRE STRANDED #14 BLACK THIN IN 500' ROLLS														
	FORMERLY WA10647														
WIR14F	WA57425	2030	6000	LF	1325	0	0	6125	0				0	0	399.75
	WIRE STRANDED #14 RED THIN SAME AS IN IN 500' RLS														
	COLD PART NO. WA10648														
WIR145	WA57528	1093	4000	LF	5000	0	0	3500	0				0	0	200.00
	WIRE STRANDED #14GA GREEN THIN IN 500' ROLLS														

Schedule 1(d) - continued

PROPORTIONAL FILLEGHS CORPORATION  
 PROTECTIVE PARTS DEPT  
 100, 1001 ST, 1983, 4150 FH  
 WATER TREATMENT

ITEM NO.	CLASS	QTY	UNIT	QTY	ON HAND	ON ORDER	RESERVED	UNIT PRICE	LABOR	STOCK	BURDEN	EXTENDED VALUE
CONFIDENTIAL	PART NO.	REORDER POINT	DESC.	FT.	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY
ANCS30C	AA31090	25	100	FC	259	0	35	0	250	0	0	64.50
	ANCHOR INSERT PROP-IN 3/8" - 15000 LMD UP 2100 PL STEEL, HILLI #5490016 (50 PPF BOX)											
ANCS35	AA31089	50	200	FC	241	0	100	0	500	0	0	224.48
	ANCHOR INSERT DROP-IN 3/8" - 15000 STAINLESS #300 HILLI #5490056											
ANCS5	AA31094	25	100	FC	283	0	215	0	242	0	0	699.57
	ANCHOR DROP-IN INSERT 5/8" HILLI #5490072 (300 PPF (25 PER BOX))											
BOLASJ1	WA45964	9	100	FC	64	0	50	0	50	0	0	35.20
	BOLT HEX HEAD STAINLESS STEEL 5/8"-11 X 1											
BOLASJ3	WA40408	6	100	FC	113	0	32	0	203	0	0	229.84
	BOLT HEX HEAD STAINLESS 5/8"-11 X 3 FULL THREADS											
BOLCJ8C	WA40500	0	0	FC	75	0	63	0	1747	0	0	131.02
	BOLT ANCHOR EXPANDER 1/4" DIA X 1/2" 5/8"-1/2" CAD OR ZINC PLATE (SUBSTITUTE UNIT - ESTIMATING TO											
BOLEF4D	WA42407	3	25	FC	42	0	8	0	1050	0	0	44.10
	BOLT EYE OVAL W/NUT 3/8"-1/2 1/2 LG MCMASTER CARR #9519K-23 SHANK LENGTH 2 1/2" THREAD LENGTH 2 1/4"											
BOLF5F2C	WA35020	24	75	FC	84	0	55	0	7800	0	0	686.40
	BOLT EYE STAINLESS 3/8" X 2-1/2" STANDARD EYE BOLTS ARE ACCEPTABLE FOR LUB 5/26/81											
BOLK585	AA31095	13	75	FC	132	0	0	0	3528	0	0	465.69
	BOLT KWIK 5/8"-16 X 6 W/HEX NUT AND WASHER #391 SERIES, HILLI #5540081 (25 PPF BOX)											
BOLKFS6	WA40077	180	1500	FC	728	0	432	0	385	0	0	280.28
	BOLT KWIK GALV 3/8 X 5 HILLI PE38334 INCLUDES HEX NUTS AND WASHERS											
BOLKJ6	WA42408	200	250	FC	472	0	103	0	1000	0	0	472.00
	BOLT KWIK EXPANDER (OLD STYLE 5/8 X 6 FORMERLY ORDERED ON 52167 GRP HP113)											
BOLKSF2D	WA61994	96	1000	FC	1800	0	1020	0	1000	0	0	1800.09
	WASHER KWIK 3/4 X 5/8 X 3/4 W/HEX NUTS AND WASHERS 100 PER BOX (HILLI #5540081)											
BOLIF2D	AD12103-05	12	100	FC	100	0	10	0	100	0	0	115.90
	BOLT HOOK STAINLESS 3/8" DIA X 1 1/2" LG (HILLI #5540081) PRICE BREAK AT 100 PPF (HILLI #5540081)											



Schedule I(d) - continued

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COMPONENTAL ELEMENTS CAPTIONED  
INVENTORY PARTS REPORT  
TUE, MAY 31, 1983, 1:50 PM  
WATER TREATMENT

INVENT	CLASS	FEOR	PT.	QTY	UOM	ON HAND	QTY	ON ORDER	QTY	RESERVED	NAT'L	UNIT	LAROP	COST	++	++	++	EXTENDED
NO.	7	DESC.																VALUE
62L - 1459	CLASS - 16103	FASTENERS																
NUT1532	WA20157	13 175 FC NUT HEX #6/32 STAINLESS (SAME AS D17 31) FORMERLY ORDERED ON B/O -MR171		70			0	0	27		.025			0	0	0	0	1.75
NUT1578	WA38598	72 250 FC NUT HEX STAINLESS 7/8"-9UNF FORMERLY ORDERED ON -MR406 & MR339 & MR171		433			0	0	328		1.076			0	0	0	0	490.06
NUT1535	WA50154	25 400 FC NUT LOCK 3/8" 16 STAINLESS #316 (USED IN KIT) FORMERLY ORDERED ON 521995 & -MR167		398			0	0	129		.0266			0	0	0	0	113.82
NUT1514	WA38644	2 12 FC NUT WING STAINLESS 1/4" TYPE A (USED ON FITS)		19			0	0	8		.119			0	0	0	0	2.26
NUT151	WA10721	62 175 FC NUT HEX STAINLESS 1/2" UNF FORMERLY ORDERED ON 80 11453-MR171		345			0	0	129		1.330			0	0	0	0	465.75
NUT1535	WA40400	746 2000 FC NUT SQUARE HEAD 3/8"-16UNF FORMERLY ORDERED ON 870 1452-MR402		854			2000	0	1068		.110			0	0	0	0	94.49
PIN1812	WA35613	7 150 FC PIN COTTER STAINLESS 1/8 X 1 1/2 TYPE 304		180			0	0	114		.060			0	0	0	0	11.28
R1VP	WA43376	1937 5000 FC RIVET POP STAINLESS STEEL 1/2" (50 PCS. FFF CASE) TYPE 305 FORMERLY ORDERED ON 521498 & -MR167		5233			0	0	5212		.062			0	0	0	0	510.44
ROD165	WA34596	23 100 FC ROD THREADED 1/2-13 UNF FULLY THREADED 704 55 FORMERLY ORDERED ON -MR172 & 516103		175			100	0	170		.920			0	0	0	0	161.00
ROD1878	AC10593-2	24 50 FC ROD THREADED #304 STAINLESS 1"-8UNF X 8'-7.9" FORMERLY ORDERED ON MR172 400 520518		154			0	0	160		4.640			0	0	0	0	650.31
ROD586	WA65123	9 100 FC ROD CONTINUOUS STAINLESS #316 IN 304 5/8 X 11 5/8 FORMERLY ORDERED ON 520753 AND MR172		204			0	0	12		1.320			0	0	0	0	269.28
ROD7826	WA34594	16 40 FC ROD THREADED FULLY THREADED 1/2-20 UNF STAINLESS A5TH A-304, A-316, FORMERLY ORDERED ON MR172, MR1		100			0	0	77		6.000			0	0	0	0	604.00
ROD1146	AR31071	2 20 FC ROD THREADED 1/2-20 UNF STAINLESS		21			0	0	8		1.100			0	0	0	0	24.99



Schedule 1(d) - continued

ENVIRONMENTAL ELEMENTS CORPORATION  
 INVENTORY PARTS REPORT  
 DATE: MAY 31, 1983 4:50 PM  
 WATER TREATMENT

CONTROL NO.	PART NO. / DESC.	QTY	UOM	ON HAND	ON ORDER	QTY	UNIT PRICE	NAT L	LABOR	EXPEN	EXTENDED VALUE
6/L - 1459	CLASS - 16103 FASTENERS										
SCRHSK0	WA38322 SCREW CAP HEX HD STAINLESS 1/4-20UNC X 3/4 ASTM A-276 TYPE 304	112	PC	801	0	0	0.10	0	0	0	32.04
SCRHSK2	WA51691 SCREW CAP HEX HEAD 5/16-18UNC X 2" STAINLESS ASTM A-276 TYPE 304	13	PC	92	0	0	1.21	0	0	0	11.40
SCRHSK1B	WA28349 SCREW CAP HEX HEAD STAINLESS 3/8-16UNC X 1-1/4 ASTM A-276 TYPE 304	260	PC	2258	1200	0	1.09	0	0	0	291.28
SCRHSK1C	WA32220 SCREW CAP HH STAINLESS 3/8-16UNC X 1-1/2" ASTM A-276 TYPE 304 (CMB BE USED FOR 3/8 X 1-1/4")	0	PC	87	0	0	1.46	0	0	0	12.41
SCRHSK2B	WA38646 SCREW CAP HEX HD STAINLESS 3/8-16 X 2 1/4 ASTM A-276 TYPE 304	235	PC	844	0	0	1.66	0	0	0	140.10
SCRHSK3	WA38610 SCREW CAP HEX HD STAINLESS 3/8-16UNC X 3 FORMERLY ORDERED ON -MR738 (USED ON UTS KITS)	60	PC	416	0	0	1.84	0	0	0	111.07
SCRHSK4	WA34975 SCREW HEX HD STAINLESS 3/8-16UNC 2-0 X 4 ASTM A-276 TYPE 304 (25 PER BOX)	20	PC	61	0	0	1.30	0	0	0	20.13
SCRHSK0	WA34961 SCREW CAP HEX HD STAINLESS 3/8-16 UNC 3/4 FORMERLY ORDERED ON 9/0 -MR174	76	PC	377	0	0	1.28	0	0	0	33.55
SCRHSK1	WA45622 SCREW CAP HEX HD STAINLESS 1/2-13UNC X 1 18-8 ASTM A-276 TYPE 304	10	PC	126	0	0	1.91	0	0	0	24.61
SCRHSK1B	WA19229 SCREW CAP HEX HD STAINLESS 1 1/2-13 X 1-1/4 FORMERLY ORDERED ON 1451-00405 & 1452-00733	49	PC	484	0	0	1.13	0	0	0	101.64
SCRHSK1C	WA43539 SCREWS CAP HEX HEAD STAINLESS 1/2-13UNC X 1 1/2 ASTM A-276 TYPE 304. FORMERLY ORDERED ON -MR170	64	PC	298	0	0	3.10	0	0	0	240.99
SCRHSK2	WA55016 SCREW CAP H HD STAINLESS 1/2-13 X 1 1/2 ASTM A-276 TYPE 304	127	PC	992	0	0	1.74	0	0	0	270.14
SCRHSK2B	WA40275 SCREWS CAP HEX HD STAINLESS 1/2-13 X 1 1/4 ASTM A-276 TYPE 304	49	PC	111	0	0	1.50	0	0	0	73.28









Schedule 1(d) - continued

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ENVIRONMENTAL ELEMENTS CORPORATION  
 112 WENHURST PARKS, DEPUPT  
 TUE, MAY 31, 1983, 4:50 PM  
 WATER TREATMENT

INVTM	CLASS - 16106 GASKET GUNE	QTY	ON HAND	ON ORDER	RESERVED	UNIT	LABOR	COST	BURDEN	EXTENDED VALUE
CONTROL NO.	PART NO. / DESC.	QTY	QTY	QTY	QTY	MATL				
DEM292	WA72638 CEMENT PVC CHLORIDE SOLVENT	8	17	0	0	6	3.125	0	0	53.12
CUPH	WA68543 CUFF HOSE CHEVY DUTY FLEXIBLE HOSE FITTING 2-1/2" ID	20	19	0	0	6	3.800	0	0	72.20
GAS35	AC12119-01 GASKET CHAMBER WATER RUBBER 1.16" THK MBR PER DWG 50014C-33 BUNA "H" RUBBER (ADN1181-6)	30	31	0	0	18	2.500	0	0	77.50
GAS3F	WA32258 GASKET FLANGE NEOPRENE 1500 3" FORMERLY ORDERED ON 1453-M2993 & T/R NP163	150	256	0	0	120	5.00	0	0	128.00
GAS81410B	AC12137-1 GASKET NEOPRENE 1 7/8 X 8 1/4 X 10 REV. A (MATERIAL CHANGED FROM 40 DURUMETER NEOPRENE TO	40	29	0	0	27	.700	0	0	20.30
GAS81410C	AC12137-2 GASKET NEOPRENE 1 7/8 X 8 1/4 X 10 REV. A (REV. A PER DWG. CHANGE NOTICE M10285 CHANGED	40	59	0	0	27	2.200	0	0	129.80
GAS81410D	AC12137-3 GASKET NEOPRENE 1 7/8 X 8 1/4 X 10 REV. A (PER DWG. CHANGE NOTICE M10285, MATERIAL HAS BEEN	40	44	0	0	38	3.200	0	0	140.80
MOS212	WA68529 HOSE FLEX 2-1/2" X 4' 0" (MUST BE COMPATIBLE FOR USE WITH 2-1/2" CUFF)	10	21	0	0	3	14.240	0	0	299.04
MOSC	WA75231 HOSE SUCTION CONTRACTOR'S WATER 3" ID <IN 100 FT. LENGTHS - 12'00"	200	533	0	0	2014	.366	0	0	1954.80
MOSV15	WA72943 HOSE PUMP VACUUM FILTER M7100 WELDED CUFFS EACH END - 1-1/2" INSIDE DIA. 3' 0" LG. - BLUE	20	22	0	0	29	1.900	0	0	136.80
MOSV4	WA72641 HOSE PUMP VACUUM FILTER M7100 WELDED CUFFS EACH END - 1-1/2" INSIDE DIA. 3' 4" LG. - ENKLENE	20	145	0	0	27	3.896	0	0	553.23
TAP22	WA55671 TAPE FLASTIC #4 3/4" WIDE 100' LONG (4 ROLLS PER BOX)	35	111	0	0	548	2.850	0	0	316.35



ENVIRONMENTAL ELEMENTS CORPORATION  
 INVENTORY PARTS REPORT  
 TOE, MAY 31, 1983, 4:50 PM  
 WATER TREATMENT

INVT#	CLASS	PART NO. / DESC.	QTY	UNIT	FC	ON HAND	ON ORDER	RESERVED	MAT L	LABOR	COST	BURDEN	EXTENDED VALUE
6/L - 1459	GLASS - 16116	BLADE BOX CHAMFER, PIPE AND PUMP ASSEMBLY											
BLAS		AD10655-01 BLADE SKIMMER FOR 16" AND 9" ARM FORMERLY ORDERED ON 1459-NP794 AND 518483	32	50	FC	81	66	89	\$ 77,000		0 \$	0 \$	6237.00
BOX108C		AD10672-1 BOX CLEANER FISER 9'0" FOR NEW SAND FILTER GLASS <FORMERLY AD10516-01, THESE PARTS ARE INTERCHANGE->	1	5	FC	4	5	4	\$ 575,000		0 \$	0 \$	2300.00
BOX150		AD10671-1 BOX CLEANER FISER 12'6" FOR NEW SAND FILTER REV. B <FORMERLY AD10515-1, THESE PARTS ARE INTERCHANGE->	1	5	FC	3	2	0	\$ 755,000		0 \$	0 \$	2265.00
BOX16C		AD10670-1 BOX CLEANER FISERGLASS FINISHED 16'0" FOR ARM <FORMERLY AD10514-01, THESE PARTS ARE INTERCHANGE->	2	5	FC	15	0	0	\$ 855,000		0 \$	0 \$	13425.00
BOX12		AD10670-4 BOX CLEANER 12" W/2-3/4" SEIPT <CREDITED FROM P.O. 450372-32>	0	0	FC	8	0	2	\$ 1050,000		0 \$	0 \$	8400.00
CHAV		AD12118-SA CHANGER VALVE BACKWASH WATER STAINLESS NOTIFY LUB WHEN QTY REACHED 20 - 10/13/83	18	32	FC	0	64	21	\$ 165,000		0 \$	0 \$	0
PIP108		AD10678-SF PIPE ASSY BOX CLEANER 9'0" <FORMERLY AD10522-SA, THESE PARTS ARE INTERCHANGE->	2	8	FC	0	16	8	\$ 25,880		0 \$	0 \$	0
PIP20		AD10670-SA PIPE ASSY BOX CLEANER PVC (7' 3") <FORMERLY AD10520-SA>	2	10	FC	8	0	4	\$ 40,000		0 \$	0 \$	320.00
PIP21		AD10678-SB PIPE ASSY BOX CLEANER PVC (5' 5-7/8") <FORMERLY AD10521-SA>	3	10	FC	13	0	0	\$ 33,000		0 \$	0 \$	429.00
BK1		AD10656-1 BLADE SKIMMER FOR 12" ARM FORMERLY ORDERED ON 1459-NP794	9	20	FC	29	60	64	\$ 60,000		0 \$	0 \$	1740.00

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Schedule 1(d) - continued

TRAZIM	CONTROL NO.	CLASS	PART NO.	REORDER PT.	QTY	UOM	DTG	ON HAND	ORDER	RESERVED	UNIT	MAT L	COST	BURDEN	EXTENDED VALUE
		1459													
EQUIPMENTAL ELEMENTS (OPERATION)															
INVENTORY PARTS RETURN															
TUE, MAY 31, 1983, 4:50 PM															
UNREP TREATMENT															
	ANG614112		WA39021	2742	6900	FC	12733	0	6000	10592		065	0	0	801.71
			ANCHOR NYLON 1/4 X 1 1/2 LG												
			FORMERLY ORDERED ON S17224 & NPT117												
	ANG138BP		AG10524BP	0	0	FC	86	0	0	0		7.500	0	0	645.00
			ANGLE CELL 16' 0"												
	BK236		AC12111-01	12	20	FC	47	20	20	50		9.500	0	0	458.25
			BAR CADCO MHW 1903 2 X 2 X 6 CABLE GUIDE FOR												
			1-1/4" HANDBAIL FEV. 0												
	BUSD158		WA29718	1	1	FC	32	0	0	0		5.350	0	0	171.20
			BUSHING - DODGE #2012, ROPE SIZE 1-5/8", KEYWAY												
			3/8" X 3/16"												
	BUSD2316		WA11488	4	12	FC	34	0	0	19		7.500	0	0	257.04
			BUSHING - TAPERED DODGE #2517 - 2-3/16" BORE,												
			1/4" X 1/2" KEYWAY AND SET SCREWS												
	CAP8		AD12141-04	653	1298	FT	329	0	2592	2516		2.000	0	0	672.40
			CWP PAIL #304 STAINLESS 8' 0"												
			CARRY MAXIMUM OF 5000 PER WHITE OFF LIST 1212781												
	CHA316W		WA34990	144	2400	IN	2184	0	0	288		.080	0	0	174.72
			CHAIN PROOF COIL 3/16" GALV												
			***CARE - WATCH THE UNIT OF MEASUREMENT WHEN												
	CHA35		WA68561	2	15	FC	21	0	0	17		20.660	0	0	433.86
			CHAIN ROLLER RIVETED #80 1" FITCH X 3' 8"												
			(44 PITCHES)												
	CL112S		WA30069	46	600	FC	690	0	0	166		.366	0	0	269.42
			CLAMP PIPE STAINLESS 1-1/2"												
			(USED ON KITS)												
	CL13H		WA27531	21	300	FC	123	0	0	90		.515	0	0	63.34
			CLAMP HOSE STAINLESS STEEL												
			NOT A GOOD CANDIDATE FOR BLANDET UNDER PER LABY												
	CL1912		WA10019	8	80	FC	13	0	0	6		.930	0	0	10.79
			CLAMP HOSE STAINLESS 2-1/2"												
			NOT A GOOD CANDIDATE FOR BLANDET UNDER PER LABY												
	CL134		WA35077	1	100	FC	180	0	0	56		1.250	0	0	225.00
			CLIP CLAMP ROPE UNIT 100' 3/4" DIA												
	CL195		WA34951	910	1200	FC	1500	0	0	472		.160	0	0	985.06
			CLIP BETHLEHEM #25 100' SHIPPED OFF FOR SUPPLY												
			PAILS 4-PAL CLIP CARBIDE 100' 6000												

Schedule 1(d) - continued

INVTM	CONTROL NO.	PART NO. / DESC.	F E O R P F PT.	QTY	U N I T	QTY ON HAND	QTY ON ORDER	QTY RESERVED	MAT'L	L A B O R	C O S T	* * *	* * *	* * *	EXTENDED VALUE	
	62L - 1459	EXPERIMENTAL ELEMENTS CORPORATION INVENTORY PARTS REPORT DUE: NOV 31, 1988, 4:50 PM WATER TREATMENT														
		CLASS - 16199 MISCELLANEOUS PARTS														
	COL2316	WA01801 COLLAP SHAFT 2-3/16" SOLID STEEL W/SET SCREEN FRILE SPEAR AT 50 PCS	2	50	PC	54	0	20	4,000	0	0	0	0	0	216.00	
	COU112	WA38575 COUPLING 1-1/2" SCH. 80 PVC SUC 10 SUC	2	40	PC	47	0	20	1,530	0	0	0	0	0	71.91	
	COUF3	WA33463 COUPLING FLEXIBLE 3" FOR PLASTIC PIPE MATERIAL POLY VINYL CHL. NO. 1056-33 SUPPLIED WITH TWO	9	60	PC	43	0	12	4,500	0	0	0	0	0	206.40	
	COUFP	WA42077 COUPLING FLEXIBLE PVC W/INSERT AND CLAMPS 4 X 6 8-M LINE REDUCER COUPLING COISED ON SPP#449140	8	25	PC	81	0	52	15,360	0	0	0	0	0	1244.16	
	COUF3	983109-1 CUP FLOATING SKINNER NOT A CANDIDATE FOR BLANKET ORDER PER T. DASHIELL	10	50	PC	56	0	20	9,450	0	0	0	0	0	530.83	
	FIT1613	WA02140 FITTING GREASE ANGLE 90 DEGREE 1/8 ALENITE 1613B NPT	2	24	PC	40	0	10	640	0	0	0	0	0	25.60	
	FIT1639	WA34993 FITTING GREASE ELBOW 30 DEG. 1/2 NPT THREADED #5107 LINCOLN #1638B ALENITE	2	24	PC	31	0	10	1,400	0	0	0	0	0	43.40	
	FIT18	WA10081 FITTING GREASE 1/8 NPT #1614BL #5000	13	255	PC	259	0	80	325	0	0	0	0	0	84.17	
	FIT34	WA41362 FITTING ACCESS 3/4" 1" COPOLN #933E POLYVINYL CHLORIDE	2	60	PC	62	0	18	2,250	0	0	0	0	0	139.50	
	FLO12	WA38640 FLOAT COPPER MCMASTER #457 F12 COUSED ON 9" ONLY DO NOT REORDER PER LUR - 10/7/87	0	0	PC	18	0	8	10,798	0	0	0	0	0	194.18	
	GR114	WA35074 GRIP CABLE CHINESE FINCH'S LITHIUM TOTALO5 PUMPEP 022-01-014	3	15	PC	26	0	19	10,300	0	0	0	0	0	267.80	
	GUMC	AA31127 GUM CAULKING ML-3 FOR 2000-21000000000000000000	5	20	PC	15	0	0	26,000	0	0	0	0	0	390.00	
	IMP434	IMP434 IMPELLER PUMP #434 FOR FLOAT PUMP MODEL #3015000 #3041231	1	1	PC	1	0	0	25,000	0	0	0	0	0	669.00	

Schedule I(d) - continued

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ENVIRONMENTAL ELEMENTS CORPORATION  
 INVENTORY PARTS RETURN  
 TOE, MAY 31, 1993, 4:50 PM  
 WATER TREATMENT

INVTN	CLASS	CONTROL NO.	PART NO. / DESC.	QTY	UNIT	QTY ON HAND	QTY ON ORDER	QTY RECEIVED	NAT'L	UNIT COST	LABOR	BURDEN	EXTENDED VALUE
	G/L - 1459		CLASS - 16199 MISCELLANEOUS PARTS										
			IMP436	1	PC	0	2	0	0	271.000	0	0	0
			IMPELLER PUMP #436 FOR FLYGT PUMP MODEL 3085/82										
			#30414.00 (USED IN CONJUNCTION WITH AB31013 PUMP)										1400.00
			IMP439	1	PC	5	0	0	0	286.000	0	0	0
			IMPELLER PUMP #439 FOR FLYGT PUMP MODEL 3085/82										
			#30416.00 (USED IN CONJUNCTION WITH AB31013 PUMPS)										1400.00
			LIN500	4	25 PC	45	0	19	0	2.700	0	0	0
			LINK OFFSET FOR #80 PIVETED CHAIN										125.10
			LIN500	5	25 PC	29	0	19	0	1.000	0	0	0
			LINK CONNECTING FOR #80 PIVETED CHAIN										42.12
			PAN515212	5	90 PC	38	0	40	0	.862	0	0	0
			PAD DRUMING FIBER CORD 1/4" X 2-1/2" X 2-1/2"										33.13
			(COK TO USE 3/16" UNTIL SUPPLY DEPLETED)										
			PAN6	0	0 PC	0	0	0	0	4092.000	0	0	0
			PANEL CONTROL 035-SA REP CMST. D35. REV. C.										
			SHEETS 1,2, 3, 460V TO 200V, 3 PH, 60 H, MEMA 4										58.80
			PLA419534	5	10 PC	14	0	0	0	4.200	0	0	0
			PLATE END 4 X 1/8 X 5 3/4										
			(USED TO REPAIR DAMAGED CLEANER BOX PIPES - KEEP										
			PLA11	11	25 PC	45	0	21	0	27.250	0	0	0
			PLATE NAME CAST ALUMINUM 15" X 8"										1226.25
			(PRICE BREAK AT 25 PCS.)										
			PLA62	0	0 PC	0	0	0	0	11.900	0	0	0
			PLATE POROUS 11-7/8 X 11-1/2 X 1" TELLURITE										
			#FA012.00										
			PLA6712	32	100 PC	139	0	0	0	13.380	0	0	0
			PLATE POROUS 7-1/2" X 3" X 3/4" PLASTIC										1846.44
			(SEE PLAP) FOR MATERIAL OF NO VALUE)										
			PLA67SP	50	200 PC	200	0	0	0	21.500	0	0	0
			PLATE POROUS 11-1/2" X 10" X 3/4" PLASTIC										4306.00
			FOR SPARE PARTS										
			PUM434	1	1 PC	1	0	0	0	1255.000	0	0	0
			AB31013-434S										8785.00
			PUMP SUENEFERABLE FLUID 3000 GPM, 100' H, 3 HP										
			(SPARE PARTS ONLY 450000 120' FEET LUB - 300000)										
			PUM436	1	1 PC	1	0	0	0	1190.000	0	0	0
			AB31013-436S										16660.00
			PUMP SUENEFERABLE FLUID 3000 GPM, 100' H, 3 HP										
			(SPARE PARTS ONLY 450000 120' FEET LUB - 300000)										

Schedule 1(d) - continued

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CONSTRUCTION ELEMENTS COOPERATION

LUTHERVILLE PAPERS REPORT

100, MAY 31, 1988, 4:50 PM

WATER TREATMENT

INVEN	CLASS - 16199 MISCELLANEOUS PARTS	PART NO. / DESC.	QTY	REORDER PT.	QTY	ON HAND	ON ORDER	RESERVED	UNIT PRICE	LABOR	COST	BURDEN	EXTENDED VALUE
FUN458	AB31013-4385	1 2 FC PUMP SUENERSTABLE FLYGT 460V 3 PH. 60 HZ. 3 HP SPARE PARTS ONLY-455000 SERIES-FEE LUB - 3/28/85	0		0	0	0	0	1255.000		0	0	2510.00
RA130	RA130	0 0 FT RAIL STEEL ASCE #30 30' MUST HAVE END SPICE DRILLING	0		3450	0	0	0	3.960		0	0	13455.00
RODM	AA31014-1	17 50 FC ROD MOUNTING FOR WASHWATER PUMP ASSEMBLY NOT SUITABLE FOR BLANKET ORDER PER B. LEONARD	0		54	0	0	0	9.250		0	0	582.75
ROPE95	MA40720	192 1900 FT ROPE WIRE STAINLESS #304 3/8" DIA. BREAKING STRENGTH 12,000 LBS.	0		2036	0	0	0	.960		0	0	1972.88
SECF5	AD10533-SA	0 0 PC SECTION FILTRATE OUTLET (RECEIVED FROM JOB 450291) (DO NOT REORDER)	0		0	0	0	0	105.370		0	0	0
SHED14RP	AD10700-1BP	0 0 FC SHEET CELL 16' 0" (11' DEEP) (DOES NOT HAVE THIRD HOLE FOR LEVELING STRIP)	0		26	0	0	0	111.870		0	0	2908.62
SH116	AA31053-1	236 8000 FC SHIM 2-5/16" X 3" X 1/16" BLUE PLASTIC GROVE STRUCTURAL OR EQUAL (USED IN KIT)	0		7286	0	0	0	.913		0	0	94.71
SH114	AA31053-3	237 7000 FC SHIM 2-5/16" X 3" X 1/4"-BLACK PLASTIC GROVE STRUCTURAL (USED IN KIT)	0		6962	7000	0	0	.634		0	0	236.70
SH118	AA31053-2	237 7000 FC SHIM 2-5/16" X 3" X 1/8" PER PLASTIC (USED IN KIT)	0		13602	0	0	0	.019		0	0	258.43
SPR175	AA31017	30 175 FC SPRINGS STAINLESS 100 LB QUANTITY NOT LARGE ENOUGH FOR BLANKET ORDER FEE	0		245	0	0	0	1.535		0	0	376.07
SPR19	MA34951	4 120 FC SNAP SPRING DOUBLE END LOT #290119 MATERIAL ZINC DIE CAST. SHAP. DIMS 3/8" WIDE	0		190	0	0	0	1.360		0	0	130.00
SPR2316	MA349137	4 15 FC SPROCKET 2 1/2" PITCH. WITHOUT PIN. (PER B. LEONARD) FORMERLY MA34924 - PART # CHANGED FEE 10B	0		15	0	0	0	31.500		0	0	561.60
SPR2161	MA349132	4 11 FC SPROCKET 1 1/2" PITCH. WITHOUT PIN. (PER B. LEONARD) 8 1/2" END. (PER B. LEONARD)	0		22	0	0	0	29.900		0	0	617.49



Schedule 1(d) - continued

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ENVIRONMENTAL ELEMENTS CORPORATION  
 INVENTORY PARTS REPORT  
 TUE, MAY 31, 1988, 4:50 PM  
 WATER TREATMENT

INVTID	CLASS	DESCRIPTION	QTY	UOM	QTY	ON HAND	ON ORDER	RESERVED	UNIT PRICE	UNIT COST	EXTENDED VALUE
CONTROL NO.	PART NO. / DESC.	REORDER PT.	QTY	UOM	QTY	ON HAND	ON ORDER	RESERVED	NATL	LAROP	EXTENDED VALUE
ADM112	WA35106 ADAPTER MALE 1-1/2" X 1-1/2" PVC GRAY FORMERLY ORDERED ON B/O 1462-MR333	13	96	FC	53	0	0	24	1.350	0	18.55
ADM2	WA60133 ADAPTER MALE 1-1/2" X 2" PVC GRAY FORMERLY ORDERED ON B/O 1462-MR338	9	80	FC	32	0	0	22	1.050	0	33.60
BUS2112P	WA35230 BUSHING REDUCER PVC SOC TO THP D 2 X 2 1/2 COLOR GRAY MATERIAL HARVEL PLASTICS INC., OR EQUAL	14	80	FC	82	0	0	20	2.140	0	175.48
BUS2122	WA69756 BUSHING - REDUCER PVC 2-1/2 X 2 SP X S HARVEL PLASTICS SIZE 29, FIG. 437	8	40	FC	12	0	0	0	.870	0	10.44
BUS2312	WA69757 BUSHING - REDUCER PVC 3 X 2-1/2 SP X S HARVEL PLASTICS SIZE CODE 239, FIG. 437	6	40	PC	49	0	0	0	1.300	0	63.70
ELB2	WA36140 ELBOW SCH. 40 90 DEG. SOC X SOC 2" PVC COLOR GRAY HARVEL PLASTICS INC., OR EQUAL	11	30	FC	38	0	0	0	1.110	0	42.18
ELB212	WA35141 ELBOW 90 DEG SCH. 40 2-1/2" DIA PVC S X S FORMERLY ORDERED ON B/O 1462-MR338	5	20	PC	16	0	0	0	2.530	0	40.80
ELB3	WA35142 ELBOW 90 DEG. 90 DEG. 3" SOC X SOC PVC COLOR GRAY HARVEL PLASTICS INC., OR EQUAL	3	40	PC	63	0	0	52	3.590	0	226.17
ELB3S	WA37668 ELBOW 3" SCH. 40 PVC 90 DEG THRED ONE END X SOCKET COLOR WHITE (MFG. HAS DISCONTINUED MAKING GREY PER	13	80	FC	76	0	0	8	5.350	0	374.50
ELB43	WA35000 ELBOW 90 DEGREE SCH 80 SOCKET TO SOCKET PVC 3"	2	10	FC	9	0	0	0	3.870	0	34.83
ELB4112	WA57755 ELBOW COMBINATION MALE PVC 1-1/2" PLASTIC PIPING SYSTEMS CAT. NO. 080.2	22	140	FC	134	0	0	42	1.150	0	154.10
ELB4112	WA35244 ELBOW 90 DEGREE THRED X THRED SCH 80 PVC 1-1/2" MPT BOTH ENDS 1/2" DR GPR	1	10	FC	0	0	0	0	1.500	0	12.24
ELB4112SS	WA35226 ELBOW PIPE SCH 80 1-1/2" 90 DEG. PVC 1/2" DR GPR FORMERLY ORDERED ON B/O 1462-MR333	3	10	FC	29	0	0	20	2.010	0	26.32

Schedule I(d) - continued

INVENTORY NO.	CLASS	PART NO. / DESC.	QTY	UNIT	ON HAND	ON ORDER	RESERVED	LABOR	COST	EUPDEN	EXTENDED VALUE
1462	CLASS - 16.80" PIPE FILLING										
CONTROL NO.		F E O R D E R P T.	QTY	U N I T	QTY	QTY	QTY	QTY	QTY	QTY	QTY
ELBP112ST	WA35234	8 80 FC ELBOW PIPE SCH 80 1-1/2" 90 DEG PVC S X T 5PVC FORMERLY ORDERED ON BU 1462-MP838	0		102	0	22	2,840	0	0	289.68
ELBP3	WA34597	0 0 FC ELBOW 90 DEGREE THDXTHD SCH 80 PVC 3" DU NOT REORDER - OBSOLETE PART PER LUB - 1/14/88	0		0	0	0	14,240	0	0	0
FLA35	WA35012	21 110 FC FLANGE SOCKET SCH 80 PVC 3" MARVEL PLASTICS INC., OR EQUAL	0		117	0	18	5,500	0	0	643.50
NIP3440	AC31016-3	5 50 FC HIPPLE PIPE SCH. 40 PVC 3" X 4 FLAIN ENDS FORMERLY ORDERED ON BU 1462-MP838	0		27	0	0	2,350	0	0	63.45
NIPC3	WA41673	12 50 FC HIPPLE COMBINATION 3" ZIN PLATED STEEL (USED IN KIT #5)	0		35	0	13	5,750	0	0	201.25
MUTP212	WA38826	4 40 FC LOCKNUT PIPE 2-1/2" GALV.	0		32	0	11	3,510	0	0	112.32
PIF36916	AC12140-05	6 24 FC PIPE SCH 80 PVC 3" X 6-9/16" THREADED ONE END (PART OF STOCKRUN #442142 X 443140)	0		49	0	40	3,500	0	0	171.50
TEE112F	WA38641	5 40 FC INSERT TEE PVC 1-1/2" COLUP GRAY MARVEL PLASTICS INC. OR EQUAL	0		37	0	20	950	0	0	35.15
TEE212	WA36152	8 40 FC TEE SOC X SOC X SOC SCH 40 2-1/2" PVC COLUP GRAY MARVEL PLASTICS INC. OR EQUAL	0		13	0	0	2,800	0	0	36.40
VAL3B	WA79815	8 20 FC VALVE BUTTERFLY 3 DIA. W HANDLE FORMERLY ORDERED ON 1462-MP838	0		41	20	36	50,000	0	0	2050.00
VALG2	WA60182	7 20 FC VALVE GATE PVC SOCKET TO SOCKET 2" COLUP GRAY MAX. WORKING PRESSURE 150 COUED IN FIT #51	0		20	0	0	12,000	0	0	256.00

EQUIPMENTAL ELEMENTS CORPORATION  
INVENTORY PARTS REPORT  
TUE, MAY 31, 1988, 4:50 PM  
WATER TREATMENT

Schedule 1(d) - continued

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INVSUM	CLASS - 16412 MATERIAL SUPPLY AT VENDORS	CONTROL	PORT NO. / DESG.	F E O R P E F PT.	QTY	UNIT	ON HAND	ON ORDER	QTY RESERVED	NAT	UNIT	C O S T	BURDEN	EXTENDED VALUE
ANG108	AB10526 ANGLE CELL F.P.P. 9' 0" REV. C FORMERLY ORDERED ON 1462-MR648 & MR141 & MR234				0	PC	143	1150	910	\$	4.060	\$	0	\$ 682.08
ANG150	AB10525 ANGLE CELL F.P.P. 12' 6" REV. C FORMERLY ORDERED ON TR S17280 & MR141 & MR234				0	PC	141	7112	2755	\$	5.860	\$	0	\$ 826.26
ANG188	AB10524 ANGLE CELL F.P.P. 16' 0" REV. D FORMERLY ORDERED ON TR S17781 & MR141 & MR234				0	PC	154			\$	7.150	\$	0	\$ 1387.10
ANG6	AD10513 ANGLE CELL 6' 0" FORMERLY ORDERED ON 80 1462-MR725 & -MR141				0	PC	274			\$	3.050	\$	0	\$ 835.70
ANG6	AB10704-6 ANGLE CELL 6' 0" REV. D FORMERLY ORDERED ON MR234				0	PC	263			\$	2.810	\$	0	\$ 746.92
EX116	AD10700-9 EXTENSION CELL SHEET 24" WIDE X 16' 0" REV. D (FORMERLY AD10550) FORMERLY ORDERED ON MR087				0	PC	8			\$	141.410	\$	0	\$ 1131.28
SHEC3316	AD10700-6 SHEET CELL 33" DEEP X 16' 0" REV. D (FORMERLY AD10547) (DRILLED FOR EXTENSION)				0	PC	6			\$	147.740	\$	0	\$ 886.44
SHEC33672	AD10703-12 CELL SHEET 33" X 6' 0" (CUT DOWN FROM AD10700-8)				0	PC	71			\$	58.520	\$	0	\$ 4154.92
SHEC339	AD10702-6 SHEET CELL F.P.P. 33" DEEP X 4' 0" REV. B (FORMERLY AD10545) FORMERLY ORDERED ON -MR725				0	PC	212			\$	101.290	\$	0	\$ 21473.48
SHEC5	AD10703-1 SHEET CELL 6' 0" X 20" WIDE X REV. C (FORMERLY AD10529) FORMERLY ORDERED ON MR141				0	PC	95			\$	37.220	\$	0	\$ 3535.90
SHEC5F	AD10702-1 SHEET CELL 9' 0" X 20" WIDE X REV. B (FORMERLY AD10530) FORMERLY ORDERED ON MR141 & MR234				0	PC	96	550	422	\$	55.250	\$	0	\$ 5305.92
SHECD16	AD10700-4 SHEET CELL 16' 0" REV. D (CUT DOWN FOR EXTENSION) (FORMERLY AD10541) FORMERLY ORDERED ON MR087				0	PC	3			\$	96.490	\$	0	\$ 289.47
SHECD126	AD10701-1 SHEET CELL 12' 0" X 20" WIDE X REV. B (FORMERLY AD10543) FORMERLY ORDERED ON MR141 & MR234				0	PC	11	110	0	\$	12.000	\$	0	\$ 1093.12

Schedule 1(d) - continued

INVEN	CLASS	PART NO.	QTY	UNIT	ON HAND	ON ORDER	RESERVED	MAT'L	LABOR	BURDEN	EXTENDED VALUE
ENVIRONMENTAL ELEMENTS CORPORATION											
INVENTORY PARTS REPORT											
TUE, MAY 31, 1998, 4:50 PM											
WATER TREATMENT											
G/L - 1462	CLASS - 16412	MATERIAL STUFFED AT VENDORS									
CONTROL NO.	PT.	QTY	U M	QTY	ON HAND	ON ORDER	RESERVED	MAT'L	LABOR	BURDEN	EXTENDED VALUE
SHED16	AD10700-1	0	PC	669	0	251	696	107,490	0	0	71910.82
	SHEET CELL 16' 0" (20" WIDE) REV. D (FORMERLY AD10532) FORMERLY ORDERED ON MR141 & MR234										
SHED25126	AD10701-2	0	PC	111	0	0	0	110,970	0	0	12317.67
	SHEET CELL 12' 6" (25" DEEP) REV. D (FORMERLY AD10534) FORMERLY ORDERED ON MR355 & MR234										
SHED2516	AD10700-2	0	PC	801	0	0	332	140,360	0	0	112428.36
	SHEET CELL 16' 0" (25" WIDE) REV. D (FORMERLY AD10535) FORMERLY ORDERED ON MR141 & MR234										
SHED33126	AD10701-0	0	PC	17	0	0	0	118,360	0	0	2012.12
	SHEET CELL 33" X 12' 6" REV. F (FORMERLY AD10537) FORMERLY ORDERED ON -MP087										
SHED3316	AD10700-0	0	PC	267	0	0	0	172,250	0	0	45990.75
	SHEET CELL 33" X 16' 0" REV. D (FORMERLY AD10538) FORMERLY ORDERED ON -MR007										
SHED925	AD10702-2	0	PC	91	0	0	0	72,360	0	0	6584.76
	SHEET CELL 25" WIDE X 9' 0" REV. E (FORMERLY AD10533) FORMERLY ORDERED ON -MR087										
TR0114	AD10320	0	FT	0	0	0	0	26,000	0	0	0
	TROUGH WASHWATER LAUNDEP 14" FORMERLY ORDERED ON -MP087										
TR019	AD10377	0	FT	905	0	3000	2360	18,700	0	0	16923.50
	TROUGH LAUNDRER 9" REV. C S. SEBLY TO NOTIFY LUB WHEN FF IS REACHED FOR NEW										

ENVIRONMENTAL ELEMENTS CORPORATION

INVENTORY PARTS REPORT

TUE, MAY 31, 1998, 4:50 PM

WATER TREATMENT

CLASS - 16412 MATERIAL STUFFED AT VENDORS

INVEN

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SCHEDULE 2

Receivables and Retainage

2 (a) Accounts Receivable (List attached)

2 (b) Retain Accounts (List attached)

Schedule 2 (a)

ENVIRONMENTAL TLEMENTS CORP.  
A/P AGED TRIAL BALANCE  
THU, JUN 9, 1988, 2:42 PM

AR3300  
AGING DATE : 5/31/88

INVOICE	SOLD TO	MO NO	TR DATE	DUF DATE	AMOUNT	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120
803-7066 R	ALLAN MACK & SONS, I	450351	3/31/88	4/30/88	11076.50			11076.50		
804-7012	ALLAN MACK & SONS, I	450354	4/13/88	5/13/88	11282.50		11282.50			
808-0561	ALLAN MACK & SONS, I	450351	2/29/88	3/20/88	482.00	482.00				
805-7014	ALUMINUM COMPANY OF	446049	5/31/88	6/18/88	10123.00	10123.00				
804-7046	AMHERST WATER POLLUT	436048	4/30/88	5/28/88	2760.00		2760.00			
805-7015	AMHERST WATER POLLUT	436048	5/19/88	6/18/88	80.00	80.00				
805-7005	AZUSA VALLEY WATER C	450391	5/17/88	6/16/88	1990.00	1990.00				
804-7032	BARCE WAGENER	450406	4/22/88	5/22/88	31647.10		31647.10			
801-7002	BARCE WAGENER CONTRA	450347	1/14/88	2/13/88	7092.00					7092.00
801-7030	BARCE WAGENER CONTRA	450347	1/27/88	2/26/88	8259.68					8259.68
805-7032	BARLETTA COMPANY, IN	450369	5/31/88	6/30/88	54769.50	54769.50				
712-7036 R	BASIC CONSTRUCTORS,	450330	12/16/87	1/15/88	129700.00					129700.00
805-7022	DIVATER TREATMENT LT	450415	5/24/88	6/23/88	67412.00	67412.00				
804-7027	CENTRAL FOUNDRY DIVI	450419	4/21/88	5/21/88	28060.00		28060.00			
804-7009	CENTRIC JONES COMPAN	450417	4/13/88	5/13/88	167276.00		167276.00			
804-7049	CENTRIC JONES COMPAN	450417	4/10/88	5/30/88	16727.60	16727.60				
805-7008	CENTRIC JONES COMPAN	450417	5/18/88	6/17/88	150548.40	150548.40				
805-7019	CENTRIC JONES COMPAN	450417	5/23/88	6/22/88	383601.60	383601.60				
804-7010	CHRISTOPHER CONSTRUC	450397	4/13/88	5/13/88	28035.00		28035.00			
804-7047	CITY OF HAVERHILL	436052	4/10/88	5/20/88	533.75		533.75			
805-7034	CITY OF HAVERHILL	436052	5/31/88	6/30/88	35.36	35.36				
802-7006	CITY OF LARGO	436021	2/11/88	3/12/88	148.92				148.92	
805-7025	CITY OF LARGO	436021	5/31/88	6/26/88	8102.68	8102.68				
712-7013	CITY OF HILLINGTON V	436015	12/14/87	1/97/88	149.23					149.23
804-7045	CITY OF ORLANDO	436041	4/29/88	5/29/88	177.91		177.91			
804-7014	CITY OF RIFLE	436051	4/10/88	5/13/88	5900.00		5900.00			

Schedule 2(a) - continued

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ENVIRONMENTAL THERMATIC CORP  
A/R AGING BALANCE  
1:10. JUN 9. 1999. 2 42 PM

AR1300  
AGING DATE 5/31/98

INVOICE	SOLD TO	NO NO	TR DATE	DUE DATE	AMOUNT	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120
805-7003	CITY OF ST PETERSBURG	436055	5/16/88	6/10/88	799 14	799 14				
804-7042	CLIFTON WATER DISTRI	416045	4/27/88	5/27/88	19 50		19 50			
D89-1777	CLIFTON WATER DISTRI	436027	4/10/88	5/13/88	750 00		750 00			5255 00
711-7009	CONCRETE STRUCTURES	450386	11/13/87	12/13/87	04710 00					
			3/14/88	CASH	73710 00					
			3/14/88	CASH	70710 00					
			3/14/88	CASH	3000 00					
			3/14/88	CASH	66339 00					
			5/04/88	CASH	13116 00					
802-7038 R	CONCRETE STRUCTURES	450386	2/29/88	3/30/88	11000 00				11000 00	
CM8-0555	CONDUIT - COURIER CO	453127	1/31/88	2/19/88	20139 64	20139 64				
7017010	COURTIER & CO.	453127	1/29/87	2/28/87	119310 00					
			6/26/87	CASH	5532 44					
			1/19/88	CASH	46818 96					46958 60
			4/05/88	CASH	20000 00					
67023F	ELLIS-DON, LTD	450297	6/26/86	7/26/86	19695 85					
			9/10/87	CASH	1509 36					
			8/10/87	CASH	1780 22					
			8/10/87	CASH	1780 22					18176 49
801-7025	FOREST UTILITIES, IN	450393	1/22/88	2/21/88	6617 40					
802-7019	FOREST UTILITIES, IN	450393	2/19/88	3/20/88	330 87				330 87	
801-7001	GENERAL INSTALLATION	450377	1/14/88	2/13/88	3977 93	250 00		1849 50		
803-7014	GENERAL INSTALLATION	450377	3/11/88	4/10/88	1849 50					
805-7002	GEORGIA KAOLIN COMPA	446048	5/16/88	6/09/88	2619 00					
804-7054	GREAT MONUMENT CONST	450395	4/30/88	5/30/88	9434 00					
803-7002	GUINNETT COUNTY	436034	3/10/88	4/09/88	5950 00					
803-7034	GUINNETT COUNTY	436034	3/21/88	4/20/88	579 00					
804-7019	GUINNETT COUNTY	436034	4/18/88	5/18/88	890 95					
67043	HAROLD ROGERS, INC	450294	6/29/86	7/29/86	5533 30					5533 30
67044	HAROLD ROGERS, INC	450295	6/29/86	7/29/86	5533 30					5533 30
CM7-0514	HAROLD ROGERS, INC	450294	5/26/87	6/25/87	1005 00					

Schedule 2(a) - continued

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ENVIRONMENTAL ELEMENTS CORP.  
A/R ACCT TRIAL BALANCE  
THU, JUN 9, 1988, 2 42 PM

AR 1100  
AGING DATE 5/31/88

INVOICE	SOLD TO	NO	TR DATE	DUE DATE	AMOUNT	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120
DNR-1763	HARRY PEPPER & ASSOC	450268	3/31/88 4/28/88 CASH	4/09/88	3800 00 2360 20			1139 80		
712-7049	HART ENGINEERING CO	450346	12/21/87 2/16/88 CASH	1/20/88	6564 60 3010 20					3554 40
712-7051 R	HART ENGINEERING CO	450346	12/21/87	1/20/88	4283 80					4283 80
803-7070	HARTUELL ENGINEERING	450345	3/31/88	4/30/88	18081 00			18081 00		
803-7073 R	HARTUELL ENGINEERING	450345	3/31/88	4/30/88	18900 00			18900 00		
805-7023	HILTON HEAD PLANTATI	436065	5/31/88	6/24/88	248 02					248 02
805-7027	HORACE V LONGACRE	450424	5/31/88 5/02/88 CASH	6/30/88	23961 10 23000 00			961 10		
805-7028	JOSEPH J HENDERSON	450181	5/31/88	6/30/88	6237 00			6237 00		
805-7029 R	JOSEPH J HENDERSON	450381	5/31/88	6/30/88	13470 00			13470 00		
CM7-0538	JOSEPH J HENDERSON	450381	10/30/87	11/13/87	300 00			300 00		
DND-1796	JOSEPH J HENDERSON	450381	5/31/88	6/30/88	617 57			617 57		
804-7051	KIRKWOOD BLY INC	450400	4/30/88 5/27/88 CASH	5/30/88	12160 00 10822 00			1338 00		5169 15
712-7048	LEE CONSTRUCTION CO	450350	12/21/87	1/20/88	5169 15					
CM7-0553	LEE CONSTRUCTION CO	450350	12/31/87	1/30/88	1023 50			1023 50		
804-7025	M. O. LIMBAUGH CONSTR	450390	4/20/88	5/20/88	64269 90			64269 90		
710-7007	MALCOLM PIRNIE INC	450431	10/13/87	11/12/87	3845 63					3845 63
803-7036F	MANFOR LTD	436018	3/23/88	4/22/88	4911 30			4911 30		
805-7035	MARATHON PETROLEUM C	436031	5/31/88	6/30/88	2178 14			2178 14		
805-7007	MAROLF WASTE TREATME	450404	5/17/88	6/16/88	33747 00					
712-7078	MERRIT - MERIDAN CON	450307	12/31/87 5/16/88 CASH	1/20/88	33000 00 3137 00					1650 00
709-7012 R	MERRIT MERIDAN CONCT	450301	9/21/87	10/21/87	23110 00					23110 00
801-7043R	METRO EQUIPMENT & CO	450368	1/31/88	3/02/88	9718 80					9718 80
712-7058	METRO EQUIPMENT & CO	450367	12/21/87	1/20/88	10688 50					10688 50

Schedule 2(a) - continued

AR 1300  
AGING DATE 5/31/88  
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ENVIRONMENTAL ELEMENTS CORP  
A/R AGED TRIAL BALANCE  
THU, JUN 9, 1988, 2 42 PM

INVOICE	SOLD TO	MO	HO	TR DATE	DUE DATE	AMOUNT	CURPNI	OVER 50	OVER 60	OVER 70	OVER 120
CM 534	MIAMI VALLEY CONTRAC	450282	11/29/85	12/29/85	2535 57-	2535 57-					
CM542A	MIAMI VALLEY CONTRAC	450282	12/10/85	1/29/86	246 87-	246 87-					
107011	MIAMI VALLEY CONTRAC	450282	10/14/85	11/13/85	15191 50	15191 50					15391 50
804-7005	MONROE TOWNSHIP M U	436051	4/15/88	5/10/88	76 68	76 68					
27001	MULHOLLAND CONSTRUCT	453128	2/05/85	3/07/85	5000 00	5000 00					5000 00
57014	MULHOLLAND CONSTRUCT	453128	5/09/84	6/00/84	31950 00	31950 00					7951 51
			7/24/84	CASH	32526 52-	32526 52-					
			7/24/84	CASH	18000 00	18000 00					
			12/31/84	CASH	5998 47	5998 47					
			5/17/84	CASH							
803-7058	NAB CONSTRUCTION COR	450387	3/31/88	4/30/88	53313 30	53313 30					
804-7007	NAB CONSTRUCTION COR	450398	4/13/88	5/13/88	53550 00	53550 00					
17018	NANCO CONTRACTING CO	453135	1/27/86	2/26/86	137070 00	137070 00					74901 50
			8/13/86	CASH	24168 50	24168 50					
			4/08/88	CASH	18000 00	18000 00					
27025	NANCO CONTRACTING CO	453135	2/25/86	3/27/86	40940 00	40940 00					10940 00
			11/14/86	CASH	30000 00	30000 00					
7027005	NANCO CONTRACTING CO	453135	2/09/87	3/11/87	2800 00	2800 00					
803-7028	NELSON CONSTRUCTION	450384	3/17/88	4/16/88	4211 10	4211 10					
			4/04/88	CASH	2361 39	2361 39					
803-7030 R	NELSON CONSTRUCTION	450384	3/17/88	4/16/88	20170 00	20170 00					
712-7009 R	NORFLOR CONSTRUCTION	450328	12/08/87	1/07/88	39900 00	39900 00					
			5/04/89	CASH	37958 55	37958 55					
700-7011 R	NORFLOR CONSTRUCTION	450279	8/12/87	9/11/87	24500 00	24500 00					
			2/16/88	CASH	24440 00	24440 00					
			2/16/89	CASH	600 00	600 00					
803-7056F	PANFOR LTD	436010	3/31/89	4/30/89	121 21	121 21					
805-7012	POWELL CONSTRUCTION	450407	5/18/80	6/17/89	25335 00	25335 00					
803-7026	PROJECT INITEGRATION	450178	3/16/88	4/15/88	8503 00	8503 00					
803-7027	PROJECT INITEGRATION	450178	3/17/88	4/16/88	425 15	425 15					
804-7023	PROJECT INITEGRATION	450403	4/19/89	5/19/89	70662 05	70662 05					

Schedule 2(a) - continued

ENVIRONMENTAL ELEMENTS CORP  
A/R AGED TRIAL BALANCE  
THU, JUN 9, 1988, 2 42 PM

AR3300  
AGING DATE 5/31/88

INVOICE	SOLD TO	NO NO	TR DATE	DUE DATE	AMOUNT	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120
DMP-1781	PROJECT INTEGRATION.	450403	4/30/88	5/30/88	4291 44		4291 44			
804-7056	ROBERT BOSSOU, INC	450182	4/30/88	5/30/88	31414 50		31414 50			
804-7034	ROLLAND FITCHBURG PA	436053	4/26/88	5/21/88	4706 10		4706 10			
805-7016	ROLLAND FITCHBURG PA	436053	5/19/88	6/18/88	150 57	150 57				
803-7024	S & E CONTRACTORS, I	450383	3/15/88	4/14/88	13038 20			23135 40		
			4/26/88 CASH		19655 20					
			5/31/88 CASH		110700 00					
803-7060	S & E CONTRACTORS, I	450383	3/31/88	4/30/88	16656 30			16656 30		8890 00
87001	S.C PHILLIPS CORPO	450266	8/07/87	9/06/85	12870 00					
			10/29/85 CASH		3960 00					
117017	SANDERS COMPANY	450284	11/17/86	12/17/86	46095 00					6814 60
			5/23/88 CASH		39280 40					
803-7046 R	SCE, INC	450363	3/28/88	4/27/88	19468 80			14413 26		
			5/02/88 CASH		5055 54					
CM7-0542	SCE, INC	450362	10/10/87	11/15/87	440 91	440 91				
803-7051 R	SCE, INC	450362	3/28/88	4/27/88	7035 00			7035 00		
805-7016F	SCOTT MARITIMES LIMI	455645	5/31/88	6/30/88	1923 60	1923 60				
801-7028 R	SLETTEN CONSTRUCTION	450364	1/27/89	2/26/88	12450 00					6225 00
			4/08/88 CASH		6225 00					
804-7043	SYSTEMS TECHNOLOGIES	450412	4/28/88	5/28/88	67840 00		67840 00			
803-7062	TEXAS MUNICIPAL & IN	450372	3/31/88	4/30/88	9503 10			9503 10		
805-7021	TEXAS MUNICIPAL & IN	436058	5/31/88	6/23/88	901 66	901 66				
CM8-0576	TEXAS MUNICIPAL & IN	450372	5/31/88	6/30/88	670 61	670 61				
804-7053	THE ARCEE CORPORATIO	436056	4/30/88	5/30/88	4706 61		4706 61			
804-7060	THE LOMBARD COMPANY	450376	4/10/88	5/30/88	28590 25		28590 25			
804-7062 R	THE LOMBARD COMPANY	450376	4/10/88	5/30/88	24950 00		24950 00			
804-7064	TOWN OF MANCHESTER	455646	4/10/88	5/10/88	2417 51		2417 51			
802-7016	TOWN OF MANCHESTER, C	436022	2/17/88	4/20/88	460 80				460 80	
712-7041	TOWNSHIP OF BERKELEY	416008	12/18/87	1/16/88	717 12				717 12	

Schedule 2(a) - continued

PAGE 26

ENVIRONMENTAL FIFTHS CORP.  
A/R AGED TRIAL BALANCE  
THU, JUN 9, 1988, 2:42 PM

AGING DATE 5/31/88

AP3300

INVOICE	SOLD TO	HO NO	TR DATE	DUE DATE	AMOUNT	CURRENT	OVER 10	OVER 60	OVER 90	OVER 120
712-7075	TOWNSHIP OF BERKELEY	416008	12/11/87	1/20/88	66 78					66 78
801-7017	TOWNSHIP OF BERKELEY	416008	1/20/88	2/19/88	16 20					16 20
802-7044	TOWNSHIP OF BERKELEY	416000	2/29/88	1/30/89	51 25				51 25	
803-7068 R	TRESCON CORPORATION	450351	3/31/88	1/30/88	14300 00		7689 35			
			4/05/88	CASH	6610 67					
CM7-0550	TURNER RANCHES WATER	450324	12/31/87	1/22/88	1322 71	1322 71				
805-7001	VILLAGE OF BENCEMIL	436057	5/16/88	6/08/88	9750 00	9750 00				
804-7058	VOSS INTERNATIONAL D	450326	4/30/88	5/30/88	226118 50		226118 50			
805-7009	VOSS INTERNATIONAL D	450326	5/18/88	6/17/88	226118 50	226118 50				
711-7032	W. C. SPRATT, INC	450371	11/24/87	12/24/87	18500 00					18500 00
CM9-0570	WORTMAN-STARVALT, IN	450358	3/31/88	4/22/88	58 57	58 57				
*** TOTAL ***	INCOME TYPE 40				2,552,902 49	961,076 02	873,700 16	205,701 88	11,991 84	475,462 59

INVOICES  
CASH 3,102,944 02  
TAX 753,669 46  
MISC 0 00  
ADJUSTMENTS 8,011 59  
3,627 91

SCHEDULE 2 (b)  
 RETAIN ACCOUNTS Date first billed  
 May 1988 11-Jun-88

WATER TREATMENT SYSTEMS

CUSTOMER	M. O. NO.	AMOUNT	BILLING FORECAST	STATUS	Start-up Date
Garco Wagner	450406	3,381.10	9/88	Active	August '88 start-up
Harletta Company	450369	12,112.50	8/88	Active	July '88 start-up
Marion Malow Gen'l Contractors	450366	18,124.00	7/88	Active	June '88 start-up
City Of New York	453125	13,200.00	7/88		
Cardinal Contractors	450375	9,227.90	8/88	Active	July '88 start-up
Gen. O'Leary Jones Co.	450417	76,077.60	10/88	Active	September '88 start-up
A.D. Falter	450405	2,780.30	7/88	Active	June '88 start-up
General Installation	450377	8,850.90	9/88	Active	August '88 start-up
H.R. Bier	450374	12,121.90	6/88	Active	May '88 start-up
Winnett County	450396	22,198.50	8/88	Active	July '88 start-up
L.M. Hollis Co.	450193	6,000.00	N/A		to level for action
Environmental Service	453140	3,405.00	6/88	Active	May '88 start-up
Limbaugh Construction	450390	11,023.70	8/88	Active	July '88 start-up
Lab Construction	450387	11,157.30	7/88	Active	June '88 start-up
Lab Construction	450398	10,244.80	10/88	Active	September '88 start-up
Powell Construction	450379	13,950.40	9/88	Active	August '88 start-up
Powell Construction	450407	4,551.90	7/88	Active	June '88 start-up
Robert Bassow	450302	7,436.60	7/88	Active	June '88 start-up
Roberts Contractors	450383	80,538.80	7/88	Active	June '88 start-up
Texas Municipal & Industrial	450310	13,875.00	6/88	Active	May '88 start-up
Texas Municipal & Industrial	450402	17,165.80	9/88	Active	August '88 start-up
City of Yorktown	450904	17,718.05	7/88	Active	June '88 start-up

1375,142.05

WEINBERG AND GREEN  
 100 S. CINCINNATI ST.  
 BALTIMORE, MD 21201

BOOK 529 PAGE 459 STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-1

270792

Identifying File No. \_\_\_\_\_

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B. C. Video Productions  
 Address 204 Pelican Drive, Glenburnie, Maryland 21061

RECORD FEE 11.00  
 POSTAGE .50

2. SECURED PARTY

Name Sony Corporation of America  
 Address 1600 Queen Anne Road, Teaneck, New Jersey 07666

#176380 CT77 R04 709127  
 07/19/88

Attn: L. Miller  
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

-See Attached

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

William E. Clark  
 (Signature of Debtor)

B.C. Video Productions  
 Type or Print Above Name on Above Line

William E. Clark  
 (Signature of Debtor)

William E. Clark  
 Type or Print Above Signature on Above Line

Laurie Miller-Contract Adm.  
 (Signature of Secured Party)

Sony Corporation of America  
 Type or Print Above Signature on Above Line

Pick up 8/2/88

11.50

Debtor: B.C. Video Productions  
SSA Number 788004

## EXHIBIT A

This Exhibit A is attached to and forms a part of the Security Agreement referenced above between Secured Party and Debtor.

## Description of Collateral Sold By Secured Party to Debtor

<u>Quantity</u>	<u>Model</u>	<u>Description</u>
1	BVP-50	Camera
1	J13X9BIE/B	Canon Lens
1	CA-3A	Camera Adaptor
1	AC-500	AC Power Supply
1	CCZQ-2	2 Meter Cable
1	BVU-150	U-matic SP Rec.
1	BKU-150	T/C
4	NP-1A	Nicad Battery

273793

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No of Additional Sheets Presented

1 Debtor(s) (Last Name First) and Address(es)  
Thacker Olds-Cadillac Company  
34 Hudson Street  
Annapolis, MD 21401

2 Secured Party(ies) Name(s) and Address(es)  
COPELCO LEASING CORPORATION  
ONE MEDIQ PLAZA  
PENNSAUKEN, NEW JERSEY 08110

3  The Debtor is a transmitting utility  
4 For Filing Officer Date, Time, No. Filing Office

RECORD FEE 11.00  
#176390 CYTT R04 T09127  
07/19/88

5 This Financing Statement covers the following types (or items) of property:  
Vendor: Master Serv Inc.  
(1) Canned Drink Machine Combo 7/5 Ecam with validator  
(1) Glass Front Snack Machine 5645/5 with validator  
(1) Hot Beverage Machine HFB5

6 Assignee(s) of Secured Party and Address(es)

Products of the Collateral are also covered LEASE NO. 00-7892-0  
 This statement is to be indexed in the Real Estate Records

7  The described crops are growing or to be grown on.  
 The described goods are or are to be affixed to.  
 The lumber to be cut or minerals or the like (including oil and gas) is on.  
\*(Describe Real Estate in Item 8)

8 Describe Real Estate Here:

This is a conditional sales contract and is not subject to recordation tax.

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this state, or  when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

Thacker Olds-Cadillac Company

By Samuel C. Seizert  
Signature(s) of Debtor(s)  
Samuel C. Seizert, General Manager

COPELCO LEASING CORPORATION  
By Doris A. Erdman  
Signature(s) of Secured Party(ies)  
DORIS A. ERDMAN, Asst. Secy.

(5/83)

STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania

FINANCING STATEMENT FORM UCC-1

Identifying File No.

JUL 14 1988

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

V.E.F.D.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GENERAL ELEVATOR COMPANY, INC.
Address 601 NURSERY ROAD, LINTHICUM HEIGHTS, MD 21090

2. SECURED PARTY

Name AMPLICON, INC. FED.ID. #95-3162444
Address 2020 E. First St., Suite 401
Santa Ana, CA 92705

Person And Address To Whom Statement Is To Be Returned If Different From Above.
2A. GENERAL ELECTRIC CAPITAL CORPORATION, P.O. BOX 6199, ORANGE, CA 92613

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

RE: SCHEDULE 16 (MD) TO LEASE #OL-1776 (MD) DATED: MARCH 13, 1987

- 01 F7.5KVA-B FERRUPS 208V IN, 120/208V OUT
01 10-7-DX-CD-7 BATTERY PACK, CONSISTING OF:
(01) "DX" BATTERY CABINET
(10) BA-7 SEALED, GELL-CELL BATTERIES
(01) COMPLETE SET OF CABLES (CD-7)
01 3-YEAR CUSTOMER PROTECTION PLAN
01 INSTALLATION FEE

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#176400 CTTT R04 T09#28
07/19/88

TEVA

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)
GENERAL ELEVATOR COMPANY, INC.
Type or Print Above Name on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
AMPLICON, INC.
Type or Print Above Signature on Above Line

11 30

INFOSEARCH, INC.
Toll Free (800) 222-2248 (CA) or (800) 222-2246 (Nationwide)
P.O. Box 2587
Sacramento, California 95812
7-17-83

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated July 12, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated June 23, 1988. Schedule # 01, dated June 29, 1988 between Assignor as Lessor and LEASE ACCOUNT # 260883 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 12, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 13.00  
POSTAGE .50  
8116430 0777 R04 T09:30  
07/19/88

TEW

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)  
TransFinancial Leasing Corp.  
*Frank J. Sarro, III*  
(Signature of Debtor)

Frank J. Sarro, III, President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, President  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

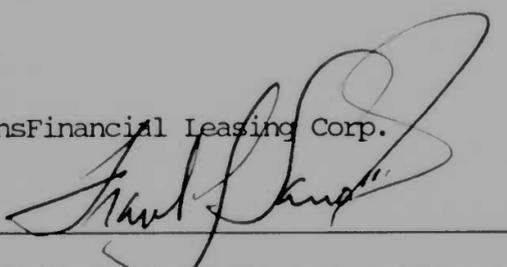
13.50

1463

EQUIPMENT LIST

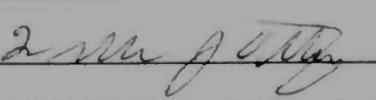
<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	1360 Graphic Arts Addressograph-Multigraph Press
1 (one)	Addressograph-Multigraph Multilith offset press model 1250R Factory Reconditioned by Addressograph-Multigraph
1 (one)	Metal Platemaker
1 (one)	Precision Electric Paper Cutter (18")
1 (one)	Automatic Folder
1 (one)	Electric Collator
1 (one)	Bench Model Drilling Machine
1 (one)	Electric Saddle Stapler
1 (one)	Wire O-Hole Plate Punch
1 (one)	Padder
1 (one)	Light Table
1 (one)	Service Counter
1 (one)	Two Wooden Work Benches
	Misc. supplies
1 (one)	Minuteman Electric Outdoor Sign
1 (one)	Interior Signs
1 (one)	Commodore 128, Disk Drive, Color Monitor w/estimating software
1 (one)	Metal desk
2 (two)	Desktop calculators
1 (one)	Lobby Chair
1 (one)	Lobby Table
1 (one)	Desk w/secretarial arm
1 (one)	2-drawer file cabinet
1 (one)	2-line telephone
1 (one)	1-line tabletop phone
1 (one)	Window graphics
	Indoor & Outdoor signage
1 (one)	Small Sanyo copier
1 (one)	T/51 head for 1250 press
1 (one)	Complete dark room w/LogE vertical camera

TransFinancial Leasing Corp.

BY: 

TITLE: Frank J. Sarro, III, President

Irvington Federal Savings & Loan Association

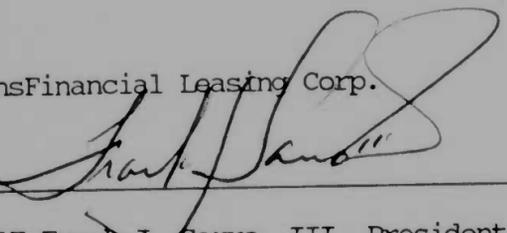
BY: 

TITLE: William J. Ottey, President

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
3 (three)	3'-6' steel shelf units
	Metal shelving
3 (three)	Wooden work tables
1 (one)	Baum 714 vacuum feed folder
1 (one)	Hydraulic drill
1 (one)	Numbering machine
1 (one)	Shrink wrap set-up
1 (one)	GBC binding equipment
1 (one)	Refrigerator
1 (one)	Microwave oven
1 (one)	1981 Xerox 9500 Copier

TransFinancial Leasing Corp.

BY: 

TITLE: Frank J. Sarro, III, President

Irvington Federal Savings & Loan Association

BY: 

TITLE: William J. Ottey, President

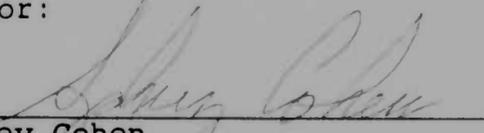


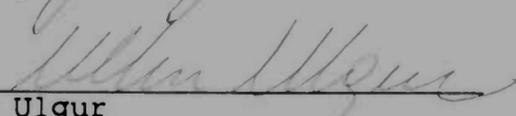
linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

- 4. The aforesaid items are included as security in a deed of trust given by Debtor to Larry S. Lindenmeyer and Jimmy L. Hickman, Trustees, and recorded or intended to be recorded among the Land Records of Howard County, Maryland securing an indebtedness owed by Debtor to The Bank of Baltimore, and in a second deed of trust given by Debtor to Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, as additional security for the same indebt.
- 5. Proceeds of collateral are also covered.
- 6. The property consists of Unit Nos. 6-F-1 and 6-F-2 in The Ellicott Ridge Professional Park Condominium located in Howard County, Maryland, and Unit No. P-1 in the Riva Road Condominium No. 23 located in Anne Arundel County, Maryland, and is more particularly described in the deeds of trust referred to above.

Debtor:

  
Sydney Cohen

  
Ulku Ulgur

~~To the Filing Officer: After this statement has been recorded, please mail the same to: Steven D. Shattuck, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.~~

AFTER RECORDING RETURN TO:  
REESE AND CARNEY  
10715 Charter Drive  
Columbia, Maryland 21044  
File No. 44864/8001 481



529 STATE OF MARYLAND  
PAGE 468  
FINANCING STATEMENT FORM UCC-1

273797

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HBE LEASING CORPORATION

Address 11330 Olive Street Road, P. O. Box 27340, St. Louis, MO 63141

RECORD FEE 13.00  
#176560 CTTY 004 TOP-52  
07/19/05

TELE

2. SECURED PARTY

Name EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE GP #PA \_\_\_\_\_

Address 120 S. La Salle Street, Chicago, IL 60603

HBE LEASING CORPORATION, P. O. Box 27340, St. Louis, MO 63141

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

EQUIPMENT AND LOCATION IN THE SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF TOGETHER WITH ACCESSIONS, APPURTENANCES AND ACCESSORIES THERETO AS DESCRIBED ON THE VARIOUS LEASES: ASSIGNMENT COVERING SAID EQUIPMENT LEASE BETWEEN HBE LEASING CORPORATION AND THE VARIOUS LESSEES AS PER ATTACHED SCHEDULE.

The Property described herein is Business Inventory (for Leasing or Resale) of Debtor HBE Leasing Corporation, and as such is "Not Subject to REcordation TAX"

Name and address of Assignee

FILED WITH Annapolis County, Maryland

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

HBE LEASING CORPORATION

(Signature of Debtor)

G. H. Duello, Secretary/Controller  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party) FRANK SAPORITO,  
TRUSTEE

EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE  
Type or Print Above Signature on Above Line

13-

SCHEDULE OF LEASES

BOOK 529 PAGE 469

Annapolis County, Maryland

Lease #15755.01 dated 2/12/88

B/R INSTRUMENT CORPORATION

P. O. Box 7

Pasadena, MD 21122

Equipment as per attached schedule

Located at 8383 Jumpers Hole Road, Millersville, MD 21108



LEASE BETWEEN  
 IBE LEASING CORPORATION (Less

Lease No. 15755.01

BOOK 529 PAGE 470 and  
 B/R Instrument Corporation

(Lessee)

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

EQUIPMENT SCHEDULE

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	1	IBM System 36 Processor 1MB/65MB (5363-P10)
2	1	Additional 65MB Disk (2500)
3	1	Internal Streaming Tape Drive (2605)
4	1	IBM Processor Expansion (2600)
5	1	IBM System Support Program (5727-SS6)
6	1	Tape Support (6144)
7	1	Utilities (5727-UT6)
8	1	Displaywrite 36 (5727-DW6)
9	1	English Dictionary (5727-DW6)
10	2	IBM Color Terminals (5292)
11	1	IBM Terminal (3197)
12	1	IBM Quietwriter III Printer
13	1	AST Emulation Boards (5250)
14	4	SAI Software: A/R, O/E, Inventory, A/P, G/L



2004 529 PAGE 471 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 270708

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HBE LEASING CORPORATION

Address 11330 Olive St. Rd., P. O. Box 27340, St. Louis, MO 63141

2. SECURED PARTY

EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE GP #CA

Name

Address 120 S. LaSalle Street, Chicago, IL 60603

Address HBE LESING CORPORATION, P. O. BOX 27340, St. Louis, MO 63141

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

EQUIPMENT AND LOCATION IN THE SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF TOGETHER WITH ACCESSIONS, APPURTENANCES AND ACCESSORIES THERETO AS DESCRIBED ON THE VARIOUS LEASES: ASSIGNMENT COVERING SAID EQUIPMENT LEASE BETWEEN HBE LEASING CORPORATION AND THE VARIOUS LESSEES AS PER ATTACHED SCHEDULE THE PROPERTY DESCRIBED HEREIN IS BUSINESS INVENTORY (FOR LEASING OR RESALE) OF DEBTOR HBE LEASING CORPORATION AND AS SUCH IS "NOT SUBJECT TO RECORDATION TAX"

Name and address of Assessor

RECORD FEE 11.00  
#176570 CTTT R04 109:53  
07/19/08

FILED WITH ANNE ARUNDEL COUNTY

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

G. H. DUELLO

(Signature of Debtor)

SECRETARY /CONTROLLER

HBE LEASING CORPORATION

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party) FRANK SAPORITO, TRUSTEE

EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE

Type or Print Above Signature on Above Line

1100

SCHEDULE OF LEASES

Anne, Arundel County

Lease #11653.02 dated 6/30/86

JOINT AND SEVERAL RICHARD N. PEELER, M.D., ROBERT O. BIERN, M.D.,  
STANLEY P. WATKINS, JR., M.D., ENSERW COLE, III, M.D. BARRY R. NATHANSON M.D.  
51 Franklin Street, #420  
Annapolis, Maryland 21401

One (1) Holter Monitor and One Pulmonary Function Module  
Located at above address

BOOK 529 PAGE 473

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #258068 Dated 8-22-85

Record Reference Liber 488 Page 471-472

2. DEBTOR:

Name: Family Floors, Inc. (Last Name First)

ADDRESS: 522 Rithchie Highway Severna Park, Md. 21146

RECORD FEE 10.00  
POSTAGE .30  
#170650 0777 804 710-96  
07/19/88

TEW

3. SECURED PARTY IS:

NAME: Signet Bank/Md. f/k/a Union Trust Co. of Md.

ADDRESS: P.O. Box 17063 Baltimore, Md. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO:

DEBTOR'S ADDRESS

Citizens National Bank  
390 Main Street  
Laurel, MD 20707

SEE ABOVE

SECURED PARTY

Signet Bank/Md. f/k/a Union Trust Co. of Md.

BY: [Signature] AVP  
(TITLE)

DATED: 7-13 .19 88

10.00

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #255411 Dated 1-29-85

Record Reference Liber 482 Page 107

2. DEBTOR:

Name: Family Floors, Inc.  
(Last Name First)

RECORD FEE 10.00  
POSTAGE .50  
#176660 0777 004 110406  
07/19/78

ADDRESS: 7292 Green Moss Glen Severna Park, Md. 21144

TEWA

3. SECURED PARTY IS:

NAME: Signet Bank/Md. f/k/a Union Trust Co. of Md.

ADDRESS: P.O. Box 17063 Baltimore, Md. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO:

DEBTOR'S ADDRESS

*Citizens National Bank  
390 Main Street  
Laurel, MD 20707*

SEE ABOVE

SECURED PARTY

Signet Bank/Md. f/k/a Union Trust Co. of Md.

BY: *[Signature]* AVP  
(TITLE)

DATED: 7-13 .19 88

150

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name International Computer Svcs., Inc.  
Address 2800 Campus Dr. #130, San Mateo, CA 94403

2. SECURED PARTY

Name Wells Fargo Bank, N.A.  
Address 101 California St. #2790  
San Francisco, CA 94163

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

NJ030M\*

See Attached Exhibit "A"

Name and address of Assignee  
Equip. Finance Ctr. 489  
Wells Fargo Bank, N.A.  
101 California St. #2790  
San Francisco, CA 94163

\*See Attachment.

R.H. Macy & Co

RECORD FEE 17.00  
POSTAGE .50  
#176740 CTTT R04 T10412  
07/19/08

not subject to recordation tax

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*[Handwritten Signature]*

(Signature of Debtor)

Naresh Kripalani - President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Handwritten Signature]*

(Signature of Secured Party)

M. Padilla - loan documentation officer

Type or Print Above Signature on Above Line

17.50

TEW

ATTACHMENT

"All right, title and interest of International Computer Services, Inc. in that certain Lease dated January 29, 1987, between International Computer Services, Inc. as Lessor, and R.H. MACY & CO., INC. as Lessee, and all proceeds thereof, including without limitation Lease payments and other sums due or to become due under said Lease, and all rights to payment with respect to any insurance, including returned premiums, or any cause of action relating to the foregoing."

"All inventory that is a subject of said Lease (whether in the possession of debtor, as Lessor, or the Lessee named above), wherever located, and all modifications and attachments thereto, replacements thereof and substitutions therefor, in whole or in part, and all proceeds thereof, including without limitation, all rights to payment with respect to any insurance, including returned premiums, or any cause of action relating to the foregoing."

See attached Schedule Nos. NJ030M

Lessee: Macys New Jersey, Inc. (R.H.Macy & Co., Inc.)

Lessor: International Computer Svcs., Inc.

Schedule: NJ030M

Location: Glen Burnie, MD

Vendor: IBM Corp.

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 61534
1	4683 61535
1	4683 61537
1	4683 61543
1	4683 61545

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 61546
1	4683 61548
1	4683 61549
1	4683 64082
1	4683 64085

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 61529
1	4683 61530
1	4683 61531
1	4683 61532
1	4683 61533

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 61523
1	4683 61524
1	4683 61526
1	4683 61527
1	4683 61528

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 59726
1	4683 59727
1	4683 59728
1	4683 61521
1	4683 61522

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 59720
1	4683 59721
1	4683 59722
1	4683 59723
1	4683 59725

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 59715
1	4683 59716
1	4683 59717
1	4683 59718
1	4683 59719

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 59704
1	4683 59707
1	4683 59708
1	4683 59709
1	4683 59710

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 53557
1	4683 53558
1	4683 53559
1	4683 53560
1	4683 53561

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 53563
1	4683 53564
1	4683 56303
1	4683 57402
1	4683 59703

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 53551
1	4683 53552
1	4683 53553
1	4683 53554
1	4683 53556

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 53546
1	4683 53547
1	4683 53548
1	4683 53549
1	4683 53550

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 65364
1	4683 65367
1	4683 65371
1	4683 65373
1	4683 67538

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 65340
1	4683 65354
1	4683 65359
1	4683 65360
1	4683 65362

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 59711
1	4683 59712
1	4683 59713
1	4683 67758
1	4683 67770

Lessee: Macys New Jersey, Inc.

Schedule : NJ030M

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 53541
1	4683 53542
1	4683 53543
1	4683 53544
1	4683 53545

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 M4113
1	4683 M4114
1	4683 M4115
1	4683 M4116
1	4683 53540

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 M4108
1	4683 M4109
1	4683 M4110
1	4683 M4111
1	4683 M4112

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 M4103
1	4683 M4104
1	4683 M4105
1	4683 M4106
1	4683 M4107

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 M4098
1	4683 M4099
1	4683 M4100
1	4683 M4101
1	4683 M4102

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 M4091
1	4683 M4094
1	4683 M4095
1	4683 M4096
1	4683 M4097

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 67750
1	4683 67751
1	4683 67752
1	4683 67753
1	4683 67757

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 67744
1	4683 67745
1	4683 67746
1	4683 67748
1	4683 67749

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 67586
1	4683 67587
1	4683 67588
1	4683 67589
1	4683 67743

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 67582
1	4683 67583
1	4683 67584
1	4683 67585

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 67577
1	4683 67578
1	4683 67579
1	4683 67580
1	4683 67581

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 67572
1	4683 67573
1	4683 67574
1	4683 67575
1	4683 67576

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 67560
1	4683 67565
1	4683 67569
1	4683 67570
1	4683 67571

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 64088
1	4683 64089
1	4683 64095
1	4683 59607
1	4683 59700

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 64096
1	4683 64097
1	4683 64099
1	4683 64100
1	4683 64103

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270802

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R.H. MACY & CO., INC.

Address 151 WEST 34TH ST. NEW YORK, NY 10001

RECORD FEE 17.00

2. SECURED PARTY

Name INTERNATIONAL CO MPUTER SVCS., INC.

Address 2800 CAMPUS DR. #130

SAN MATEO, CA 94403

POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above

1176750 CTTY R04 T10+13

07/19/00

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

NJ030M\* SEE ATTACHED EXHIBIT "A"

Equip Finance Ctr 489  
Wells Fargo Bank, N.A.  
101 California St. #2790  
San Francisco, CA (4163)

\*See Attachment.  
not subject to recordation tax.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

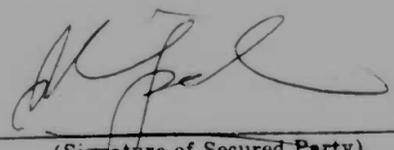
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

  
\_\_\_\_\_  
(Signature of Debtor)

Sankar Krishnan  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

  
\_\_\_\_\_  
(Signature of Secured Party)

Naresh Kripalani  
Type or Print Above Signature on Above Line

17.50

ATTACHMENT

"All Equipment and other property leased or to be leased pursuant to that certain Lease Agreement (the "Lease") between R.H. MACY & CO., INC. as Lessee, and INTERNATIONAL COMPUTER SERVICES, INC. as Lessor, dated 5/23/88, and all modifications therefor in whole or in part, and all proceeds thereof. This Financing Statement is filed to comply with the requirements of the Uniform Commercial Code in the event that, for any reason and notwithstanding the intent of the parties, it is determined that the Lease constitutes a security agreement under the Uniform Commercial Code. "

Lessee: Macys New Jersey, Inc. (R.H.Macy & Co., Inc.)  
 Lessor: International Computer Svcs., Inc.

Schedule: NJ030M  
 Location: Glen Burnie, MD

Vendor: IBM Corp.

TYPE OF TRAN	MACHINE TYPE/SERIAL	TYPE OF TRAN	MACHINE TYPE/SERIAL	TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 61534	1	4683 61546	1	4683 61529
1	4683 61535	1	4683 61548	1	4683 61530
1	4683 61537	1	4683 61549	1	4683 61531
1	4683 61543	1	4683 64082	1	4683 61532
1	4683 61545	1	4683 64085	1	4683 61533
1	4683 61523	1	4683 59726	1	4683 59720
1	4683 61524	1	4683 59727	1	4683 59721
1	4683 61526	1	4683 59728	1	4683 59722
1	4683 61527	1	4683 61521	1	4683 59723
1	4683 61528	1	4683 61522	1	4683 59725
1	4683 59715	1	4683 59704	1	4683 53557
1	4683 59716	1	4683 59707	1	4683 53558
1	4683 59717	1	4683 59708	1	4683 53559
1	4683 59718	1	4683 59709	1	4683 53560
1	4683 59719	1	4683 59710	1	4683 53561
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1	4683 56303	1	4683 53553	1	4683 53548
1	4683 57402	1	4683 53554	1	4683 53549
1	4683 59703	1	4683 53556	1	4683 53550
1	4683 65364	1	4683 65340	1	4683 59711
1	4683 65367	1	4683 65354	1	4683 59712
1	4683 65371	1	4683 65359	1	4683 59713
1	4683 65373	1	4683 65360	1	4683 67758
1	4683 67538	1	4683 65362	1	4683 67973

Lessee: Macys New Jersey, Inc.

Schedule : NJ030M

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 53541
1	4683 53542
1	4683 53543
1	4683 53544
1	4683 53545

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 M4113
1	4683 M4114
1	4683 M4115
1	4683 M4116
1	4683 53540

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 M4108
1	4683 M4109
1	4683 M4110
1	4683 M4111
1	4683 M4112

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 M4103
1	4683 M4104
1	4683 M4105
1	4683 M4106
1	4683 M4107

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 M4098
1	4683 M4099
1	4683 M4100
1	4683 M4101
1	4683 M4102

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 M4091
1	4683 M4094
1	4683 M4095
1	4683 M4096
1	4683 M4097

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 67750
1	4683 67751
1	4683 67752
1	4683 67755
1	4683 67757

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 67744
1	4683 67745
1	4683 67746
1	4683 67748
1	4683 67749

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 67586
1	4683 67587
1	4683 67588
1	4683 67589
1	4683 67743

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 67582
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1	4683 67584
1	4683 67585

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 67577
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1	4683 67579
1	4683 67580
1	4683 67581

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 67572
1	4683 67573
1	4683 67574
1	4683 67575
1	4683 67576

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 67560
1	4683 67565
1	4683 67569
1	4683 67570
1	4683 67571

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 64088
1	4683 64089
1	4683 64095
1	4683 59687
1	4683 59700

TYPE OF TRAN	MACHINE TYPE/SERIAL
1	4683 64096
1	4683 64097
1	4683 64099
1	4683 64100
1	4683 64103

ANNE ARUNDEL COUNTY, MARYLAND  
FINANCING STATEMENT RECORDS

Not subject to Recordation Tax

FINANCING STATEMENT

- 1. Debtor: FRANK INDUSTRIES, INC. Addresses: 8 West Madison Street Suite 23 Baltimore, Maryland 21201  
9529 South Main Street Suite E Jonesboro, Georgia 30236

- 2. Secured Party: MARYLAND NATIONAL BANK Address: 2328 West Joppa Road Suite 101 Lutherville, MD 21093

- 3. THIS FINANCING STATEMENT COVERS:

(a) All of the Debtor's inventory both now owned and hereafter acquired and as the same may now and hereafter time to time be constituted, together with all cash and non-cash proceeds and products thereof.

(b) All of the Debtor's contract rights, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

(c) All of the Debtor's accounts (including without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

(d) All of the Grantor's now owned and hereafter acquired machinery, equipment, furniture, fixtures and other articles of personal property which is at any time located upon, attached to, contained or used in connection with the Busch Facility (hereinafter defined) together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements

RECORD FEE 17.00  
POSTAGE .05  
#176690 C777 R04 T10:10 07/19/88  
#176700 C777 R04 T10:10 07/19/88

NEW

17.50

thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof and including, without limitation all of the machinery and equipment listed on Schedule A attached hereto and made a part hereof.

Notwithstanding anything herein to the contrary, all of the items of property described in paragraph (d) of this Financing Statement are and shall be located at the Busch Facility. As used herein, the "Busch Facility" means the polyethylene manufacturing plant located at 9529 South Main Street, Jonesboro, Georgia. Pursuant to an Asset Purchase Agreement dated March 13, 1988 by and between the Debtor and Busch Container Corporation ("Seller") and Fred Dobbs, Robert G. Ring, G. Robert Whitmire, and James S. Gilliland (the sole stockholders of the Seller), the Debtor has acquired substantially all of the assets of the Seller located at the Busch Facility.

DEBTOR:

FRANK INDUSTRIES, INC.

By: George R. Frank (SEAL)  
George R. Frank, President

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Natalie A. Klaum, Legal Assistant  
Frank, Bernstein, Conaway & Goldman  
300 East Lombard Street  
Baltimore, Maryland 21202

0175v

SCHEDULE A

Machinery

Injection Stretch Blow Mold Machine  
Injection Stretch Blow Mold Machine  
Resin Dryer System  
Dew Point Monitor  
3.5 HP Turbo-Vac Power Unit  
A.E.C. Water-Cooled Chiller  
Cooling Tower  
I.R. High Pressure Air Package  
I.R. Low Pressure Air Package  
a - Specialty Piping  
a - Diagraph Snyder Service  
a - 15 Ton Cooling System  
See attached detailed listing

Molds

10 oz. Triangular Mold  
4 oz. 8 Cavity Mold  
6 oz. 6 Cavity Mold  
8 oz. 6 Cavity Mold

Furniture & Fixtures

a - Minolta Copier  
a - Furniture

List of Assets

1. Model ASB-250 Machine  
( S/No. 8725127 )
2. Model ASB-250 Machine  
( S/No. 8725126 )
3. 10 Ounce Triangular 4 Cavity Mold  
( S/No. ASB-090831 )
4. 6 Ounce Triangular 6 Cavity Mold  
( S/No. ASB-090832 )
5. 4 Ounce Round 8 Cavity Mold  
( S/No. ASB-090833 )
6. 8 Ounce Round 6 Cavity Mold  
( S/No. ASB-090961 )
7. Whitlock P.E.T. Resin Dryer  
( S/No. 8640834 )
8. Whitlock P.E.T. Resin Dryer  
( S/No. 8640833 )

9. Shaw Dew Point Monitor
10. 3.5 HP Turbo - Vac Power Unit  
( S/No. 8643226 )
11. A. E. O. Chiller Model StWc-10  
( S/No. 86M138 )
12. A. E. C. Water Cooling Tower and Tank  
( S/No. 86M136 - Tower, 86M137 - Tank )
13. I. R. High Air Pressure Compressor  
Model Nbr. H400BKV/2  
( S/No. B0980 )
14. I. R. Low Air Pressure Compressor  
Model Nbr. H402BKV  
( S/No. B0919 )
15. Caterpillar Model PC30 Lift  
Truck W/Atlas Clamp Assembly  
( S/No. 275056 )
16. Clark Fork Lift  
(S/No. 3211 )
17. 15 Ton Carrier Model 40 RR016-5  
A/C Coil and Model 38AE016-5  
A/C Condensing Unit  
( S/No. Q694758 )
18. Office Furniture

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

COST = \$1,855.00

3  The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

Chesapeake Marine Engines, Inc.  
922 Klakring Road  
Annapolis, MD 21403

2 Secured Party(ies) Name(s) and Address(es)

NATIONAL BANK OF BOYERTOWN  
P. O. Box 547  
Boyertown, Pennsylvania 19512

4 For Filing Officer (Date, Time, No. Filing Office)

RECORD FEE 11.00  
RECORD TAX 14.00  
POSTAGE .50

5 This Financing Statement covers the following types (or items) of property

- 1 ITT Aries Key Service Unit
- 1 Power Supply
- 1 Surge Protector
- 3 ITT Standard Aries Telephones
- 3 C.O. Lightning Protection

Products of the Collateral are also covered.

6 Assignee(s) of Secured Party and Address(es)

ATLANTA OFFICE 71011  
07/19/88  
TEW

- 7  The described crops are growing or to be grown on \*
  - The described goods are or are to be affixed to \*
  - The lumber to be cut or minerals or the like (including oil and gas) is on \*
- \*(Describe Real Estate in Item 8.)

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records.

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- which is proceeds of the original Collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the Debtor, or
- as to which the filing has lapsed, or already subject to a security interest in another jurisdiction
- when the Collateral was brought into this State, or  when the Debtor's location was changed to this State.

11 If appropriate in this filing, the term Debtor(s) and Secured Party(ies) shall respectively mean

- Consignee(s) and Consignor(s), or
- Lessee(s) and Lessor(s)

Chesapeake Marine Engines, Inc.

NATIONAL BANK OF BOYERTOWN

By Dorothy E. Oliver Vice President

By [Signature] Signature(s) of Secured Party(ies)

(1) FILING OFFICE COPY - NUMERICAL (5-83)

(Required only if Item 10 is checked)

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: July 13, 1988

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S): Carol's Corner Video, Inc

ADDRESS: 3820 G Mountain Road  
Pasadena, Maryland 21122

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF  
PROPERTY:

Blanket Lien:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable  
now owned and hereafter acquired, excluding motor vehicles

1 Altos 686 T-50 Computer with peripheral equipment

RECORD FEE 11.00  
POSTAGE .50  
#176720 CTTT R04 T10-11  
07/19/88

TEW

DEBTOR(S):

Carol's Corner Video, Inc  
(Company Name)

BY: Bonnie L. Fleishman  
Bonnie L. Fleishman, Vice President

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Robert E. Mann  
(Authorized Signature)

Robert E. Mann Commercial Loan Officer  
(Type Name and Title)

(NOTE: Type name under each  
signature and if company,  
type name of company and  
name and title of authorized  
signer.)

1150

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$15,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$315.00.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R & D Equipment Sales, Inc.
Address 510 Ridge Road Annapolis, MD 21041

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 11.00
RECORD TAX 315.00
POSTAGE .50
#149650 0040 R03 T09:28
07/19/88

TEW

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real-estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

R & D Equipment Sales, Inc.

See attached for original signature (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White (Signature of Secured Party)

Patrick White, Ass't Sec Type or Print Above Signature on Above Line

17 00
315.00

\*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

BOOK 529 PAGE 490

CREDIT ALLIANCE CORPORATION  
770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021

— SECURITY AGREEMENT —  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 11th day of July, 1988

by and between

R & D Equipment Sales, Inc., having its principal place of business at  
510 Ridge Road Annapolis, MD 21041

Mortgagor and First Interstate Credit Alliance, Inc.

Mortgagee

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, conveys, endorses, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"). To have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations," as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guarantees, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and liabilities of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or factoring agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1.5% of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, liens, taxes, fees and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste, nor abuse, nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagor is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney in Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents of state, insofar as they relate to hereon.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business location without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon hereof of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply with and observe all laws, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly authorized to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time hereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment claim, counterclaim or cross complaint which Mortgagee may have against Mortgagor, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart R. Geyer, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney in Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagor agrees to notify Mortgagee at Mortgagee's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request, Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without leaving the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contents such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating herein shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of .30% for each .25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the terms therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

R & D Equipment Sales, Inc. (Seal)  
Mortgagor

By *Donald S. Will* (Signature)  
(Title)

Secretary

STATE OF Maryland  
COUNTY OF Anne Arundel

} SS

being duly sworn, deposes and says:

- 1. He is the \_\_\_\_\_ of R & D Equipment Sales, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_ 19\_\_\_\_

*Donald S. Will* (Signature)

NOTARY PUBLIC

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SS

I, \_\_\_\_\_ a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known \_\_\_\_\_

(For Individual)  
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)  
and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)  
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_

R & D Equipment Sales, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

NOTARY PUBLIC  
(CA 1 & 7)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 11 1988 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Champion Electric Material Hoist	MHT-50-40E	679386-Y979
One (1)	Champion Material Personnel Hoist	US-60-1R	1280885-12/80
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

R & D Equipment Sales, Inc.

By: Donald E. Will

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert A. Ballantine, Inc.  
Address 1797 Dorsey Road Hanover, Maryland 21076

2. SECURED PARTY

Name Vic Lewis and Sons, Inc.  
Address 1963 Brady Avenue Baltimore, Maryland 21227

First Interstate Credit Alliance, Inc., P.O. Box 1680 Glen Burnie, MD.  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF SECURED PARTY:

First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd  
Glen Burnie, Maryland 21061

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

RECORD FEE 11.00  
POSTAGE 50  
#148660 0040 R03 107:31  
07/19/88

Robert A. Ballantine, Inc.  
See attached for original signature  
\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White

(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line  
Patrick White, Ass't Sec.

11.00  
50

CONDITIONAL SALE CONTRACT NOTE

TO: Vic Lewis and Sons, Inc. ("Seller")

FROM: Robert A. Ballantine, Inc. ("Buyer")

1963 Brady Ave. Baltimore, MD 21227 (Address of Seller)

1797 Dorsey Rd Hanover, MD 21076 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): One (1) Used Caterpillar Crawler Loader 963LGP w/ ROPs, GP Bucket w/ teeth S/N 112356

- (1) TIME SALES PRICE \$ 92,844.00
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$
(4) CONTRACT PRICE (Time Balance) \$ 92,844.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1797 Dorsey Road Hanover, Maryland 21076

Record Owner of Real Estate:

\*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety two thousand eight hundred forty four and 00/100\*\*\*\*\* Dollars (\$ 92,844.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 13th day of August, 19 88, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 2,579.00 and the final installment being in the amount of \$ 2,579.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges notice of Seller's intended assignment/endorsement of this contract note, and expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: July 13th 19 88

Accepted Vic Lewis and Sons, Inc. (SEAL)

By: Charles V. Lewis Jr. Vice Pres (Witness as to Buyer's and Co-Maker's Signature)

Robert A. Ballantine, Inc. (SEAL)

By: Robert A. Ballantine Pres (Witness as to Buyer's and Co-Maker's Signature)

Co-Buyer-Maker: (SEAL)

By: (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

CAL 2XD(1-75)

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

BOOK 529 PAGE 495

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer shall immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)  
\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19 \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
(Witness) By: \_\_\_\_\_  
(Signature: Title of Officer, "Partner" or "Proprietor") } Signature of Seller

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed

conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 13, 1988 between Vic Lewis and Sons, Inc. as Seller/Lessor/Mortgagee

and Robert A. Ballantine, Inc., 1797 Dorsey Rd., Hanover, Md 21076 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 92,844.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 13<sup>th</sup> day of July, 19 88

Vic Lewis and Sons, Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By: Charles P. Lewis Jr  
Vice-Pres

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

529 497

270516

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)

Comdisco, Inc.  
6400 Shafer Court  
Rosemont, IL. 60018  
01-SL32914

2 Secured Party(ies) and address(es)

Tilden Financial Corp.  
2 Lambert Street  
Roslyn Heights, NY 11577

3 Maturity date (if any)

For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 11.  
POSTAGE  
#148580 0040 R03 TC  
077.

4 This financing statement covers the following types (or items) of property

88131

Chattel paper, i.e., a Lease from Comdisco, Inc. to  
Mercantile Safe Deposit & Trust Company  
742 Old Hammonds Ferry Road-Linthicum, MD 21090  
of IBM Computer Equipment as described together with  
the rentals and proceeds thereof and the Equipment  
described in said lease. See attached equipment list.

5 Assignee(s) of Secured Party and  
Address(es)

NO RECORDATION TAX REQUIRED. COLLATERAL IS DEBTOR'S INVENTORY

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Anne Arundel County MD

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 1

COMDISCO, INC.

TILDEN FINANCIAL CORP.

By: *Kimberly Fiedler*  
Signature(s) of Debtor(s)

Title

By: *[Signature]*  
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

SK 32914

MLO:am1 5-12-88

529 PAGE 498

EXHIBIT A

EQUIPMENT SCHEDULE NO. 21 DATED AS OF May 12, 1988

TO MASTER LEASE AGREEMENT DATED AS OF March 7, 1983 ("Master Lease")

00  
50  
19:38  
19/88

LESSEE: Mercantile Safe Deposit & Trust Company

LESSOR: COMDISCO, INC.

Address for Legal Notices:  
742 Old Hammonds Ferry Road  
Linthicum, MD 21090

Address for All Notices:

6400 Shafer Court  
Rosemont, Illinois 60018  
Attn.: Operations Lease Administrator

Attn.: Ken Lumpkin

Address for Other Correspondence:

Investment Tax Credit  
(on order New Equipment)  
for the account of:

Lessor \_\_\_\_\_  
Lessee \_\_\_\_\_  
N/A X \_\_\_\_\_

Attn.:

Location of Equipment:

Initial Term/  
Months: 60 mos.

Same as above

EQUIPMENT (as defined below):

Item No.	Qty.	Machine/Feature	Description	Serial Number	Monthly Rent
1.	1	3480 A22 1511 3211	Tape Control channel attachment control unit coupler	21799	\$1,285.00
2.	2	3480 B22 2511	Tape Control automatic cartridge loader	84463,84477	\$1,775.00
3.	2	3480 B22	Tape Control Unit	75272,75273	\$1,470.00
					<u>\$4,530.00</u>

Anne Arundel County

STATE OF MARYLAND

BOOK 529 PAGE 499

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON \_\_\_\_\_ (DATE)

1. DEBTOR

Name The Driggs Corporation

Address 8700 Ashwood Dr. -- Capitol Heights, MD 20743

2. SECURED PARTY

Name L.B. Smith, Inc.

Address P.O. Box 8658 -- Baltimore, MD 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: s/n 72813

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

One(1) Terex TS-14B, s/n 72813

RECORD FEE 10.00  
POSTAGE .50  
#148700 0040 R03 T09:46  
07/19/88

10.00  
50

Dated July 14, 1988

*Bruce H. Dean*  
(Signature of Secured Party)

Bruce H. Dean  
L.B. Smith, Inc. Business Manager  
Type or Print Above Name on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement is presented to a filing office for filing pursuant to the Uniform Commercial Code.

Anne Arnold

1. DEBTOR

Name Leo C Capps  
Address 1658 Cedar Lane, Shady Side, Md 20764

2. SECURED PARTY

Name Deutz-Allis Credit Corp  
Address PO Box 933, Milwaukee, WI  
1126 S. 70th St.  
53201-0933 53214

Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All the Debtor's right, title and interest in, to and under the following goods whether presently existing or hereafter acquired and all attachments and accessions to such goods; and all proceeds of the goods including, without limitation, proceeds of insurance policies insuring any or all of the goods or any guaranty or warranty, payable by reason of loss or damage to or otherwise with respect to any of the goods; such goods being more specifically:

QTY.	NEW OR USED	MAKE	MODEL	DESCRIPTION (INCLUDE ATTACHMENTS)	SERIAL NO'S.
1	N	D-A	5215	Tractor	1274
1	N	D-A	425	loader	5015

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on. (describe real estate)

Transfer Agree. EDI347079

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Proceeds of collateral are also covered)

Signature of Assignee(s)

RECORD FEE 11.00  
POSTAGE .50  
#148770 C040 R03 T10:30  
07/19/88  
TEW

11.00  
50

Leo C. Capps  
for L Capps  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Vern J Roman  
(Signature of Secured Party)

VERN J. ROMAN  
Type or Print Above Signature on Above Line

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Casimer Zebron T/A Enterprise Sanitation 1889 Poplar Rideg Road Pasadena, MD 21122 M-33061	(2) Secured Party(ies) (Name(s) And Address(es)) ALBAN TRACTOR CO. INC. P O BOX 9595 BALTIMORE MD 21237	RECORD FEE 11.00 POSTAGE .50 #148780 0040 R03 T10:31 07/19/88
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #416 Backhoe Loader S/N 5PC05709

AA

"NOT SUBJECT TO RECORDATION TAX"  
M. SUTTLE

XX Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)  
Casimer Zebron T/A  
Enterprise Sanitation

(By) *Casimer Zebron*  
Standard Form Approved by N.C. Sec. of State  
and other states shown above.

11-01-88 Filing Officer Copy - Numerical

Secured Party(ies) [or Assignees]  
Alban Tractor Co Inc  
(By) *[Signature]*  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

TEVA

01-210-31572 STATE OF MARYLAND

Anne arundel Co. 27

500 529 PAGE 502

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~161750~~ 270618  
RECORDED IN LIBER 520 FOLIO 90 ON 11-17-87 (DATE)

1. DEBTOR

Name J C Penney Co, Inc.  
Address 70 Annapolis Mall, Annapolis, MD 21401

RECORD FEE 11.00  
POSTAGE .50  
#145840 0040 R03 T10:45  
07/19/88

2. SECURED PARTY

Name Great Northern Funding Corp.  
Address 11500 Rockfield Court, Cincinnati, OH 45241

RAM

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

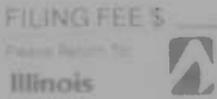
C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Assigned to:  
Sanwa Business Credit Corp.  
1 S. Wacker Drive - Suite 3800  
Chicago, IL 60606

11.00  
.50

Dated \_\_\_\_\_ FILING FEE \$ \_\_\_\_\_



DAVID W. SLOAN, LEASING MANAGER  
*David W. Sloan*  
(Signature of Secured Party)  
DAVID W. SLOAN  
Great Northern Funding Corp.  
Type or Print Above Name on Above Line

BOOK 529 PAGE 50B

273821

FINANCING STATEMENT FORM UCC-3

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated June 1, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name OPTIC GRAPHICS, INC.

Address 101 Dover Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name KING PRESS CORPORATION

Address PO Box 21, 135h & Maiden Lane, Joplin, MO 64802

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

PURCHASE ORDER P-2624 (Certified copy attached)

Two (2) Color King Unites, One (1) KC8A folder complete with accessories and attachments

RECORD FEE 13.00  
POSTAGE .50  
#148870 0040 R03 T10453  
07/19/88

TEW

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

OPTIC GRAPHICS, INC.

(See attached)  
(Signature of Debtor)

David A. Kinlein, Pres  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

KING PRESS CORPORATION

(Signature of Secured Party)

P. T. Riley, VP Finance

Type or Print Above Name on Above Line

13.00  
- .50  
-----  
13.50

KING PRESS CORPORATION  
 P. O. Box 21  
 13th & Maiden Lane  
 Joplin, Missouri 64802

529 PAGE 504

Order Date 6/1/88

Buyer's Name DAVID A. KINLEIN  
 Please Type or Print

OPTIC GRAPHICS INC.

101 DOVER ROAD

GLEN BURNIE, MD. 21061

(City) (State) (Zip)

301/768-3000

(Phone Number)

A wholly owned subsidiary of Publishers Equipment Corporation

Sales Order & Security Agreement

Please enter our order for the following, subject to the conditions printed on BOTH sides of this order.

SALES DEPARTMENT  
 ORDER # P-262  
 DATE ORDERED: 6-3-88  
 CREDIT APPROVED:  
 SALESMAN: Symonick

TWO(2) COOR KING UNITS, ONE(1) KCPA FOLDER, TWO(2) 50"  
 ROLL STANES, ONE(1) SHA DRIVE, ONE(1) XT. DEL. TABLE, ONE(1)  
 BALDWIN 640 WATER LEVELER, FOUR CYL. SIZE ROLLERS, TWO(2) S  
 2 - PASS FREE STANDING MARTIN WEB GUIDES, KING-C-1000 S  
 2 - WEB DRYER COLLECTING PARTS, ONE(1) ULTRASONIC WEB BREAK  
 Optional Equipment DETECTOR. ONE(1) BALDWIN MOD. 851-100 S  
 REFRIG. CENTRAL CIRC. SYSTEM. S

471,500.

Trade In HANTSCH 4 UNIT PERFECTOR FOLDER: AF 15  
 100 HP DRIVE, AIR BOOKFORMER CHILLS: AF 12  
 Make Model Serial #

81,500

3-HIGH FREE STANDING W.D.I. WITH GUIDES  
 SER. NO. 400-027 22 3/4 CUT OFF X 30" WEB WIDTH.  
 Current Specifications Volts Cycle Phase KVA SUB TOTAL \$ 390,000

- SELLER TO RIG OLD PRESS OUT, RIG NEW TO POSITION TAX (WHERE APPLICABLE) \$
- KING PRESS TO TRAIN A QUALIFIED PRESS CREW IN THE OPERATION OF THE PRESS - CUSTOMER SIGN OFF. TOTAL \$ 390,000

Above prices are subject to adjustments as set forth below and do (do not) include delivery F.O.B. and installation.

- KING PRESS TO ASSIST / ADVISE A QUALIFIED ELECTRICIAN IN THE LOCATION / PLACEMENT OF WATER LEVELER PUMP AND CIRCULATOR

DROP WIRE  
 • PRESS TO ARRIVE AT CUSTOMER'S PLANT JULY 11, 1988  
 Buyer acknowledges having been quoted a cash price, agrees to purchase the equipment described above as follows:

CAROL A. RUSCH, Notary Public	A.	Cash accompanying this Order .....	\$ 19,500.
State of Missouri, Iron County	B.	Trade-in Credit .....	\$
My Commission Expires 2/1/91	C.	Cash payable upon notice of accepted order from seller .....	\$ 97,500.
I certify this to be a true and correct copy of the original.	D.	Cash payable on receipt of notice that equipment is ready for shipment .....	\$ 156,000.
240 June 1988 Carol A. Rusch	E.	Balance (payable in cash within 30 days after date of invoice) .....	\$ 78,000.
	F.	Balance (payable in cash within 60 days after date of invoice) .....	\$ 39,000.

TAXES. Buyer shall pay all sales, use, value-added, duty, export, import, and other taxes or charges arising as a result of the manufacture, sale, shipment or installation of the equipment. If no sales tax is applicable, Buyer shall supply a signed tax exemption certificate acceptable to the taxing authority. Buyer warrants that any exemption certificate supplied by it shall be valid.

TRADE IN. At or before the time of delivery of the equipment to Buyer, Buyer will deliver to King Press Corporation, hereinafter known as Seller, at the Buyer's place of business the equipment described above to be traded in. Buyer, in consideration of the trade-in credit granted by Seller, bargains and sells and by these presents does grant and convey unto Seller, its successors and assigns, the property described above as being traded in, to have and to hold the same unto Seller, its successors and assigns forever; and Buyer warrants that it is the lawful owner of the equipment being traded in, that the same is free from all liens and encumbrances, that it has the right to sell the same and that it will defend the same against any claims and demands of all persons.

INSTALLATION: If the prices stated above include delivery and erection in Buyer's premises; (1) the equipment will be delivered to the point where it is to be erected or installed only when sufficient passageways, free access to point of installation, and elevator(s) of necessary size and capacity for delivery are available; otherwise, delivery will be made on sidewalk or nearest accessible location to point of installation and Buyer will assume responsibility and expense for placing equipment in final location. hours

(2) Seller will furnish the services of a competent technician, for the necessary time, but not to exceed \_\_\_ days to erect the equipment and instruct operator, at no additional charge.

(3) Buyer at it's sole cost and expense will provide suitable foundation, adequate floor conditions, rating and/or electrical wiring required, as well as labor (for carpentry, plumbing, masonry etc.) necessary for removing obstructions, or construction, in connection with installation.

Buyer will indemnify and hold Seller harmless from and against any and all losses, liability, damage or expense for injury to persons or property arising out of the installation, use and operation of said equipment.

ACCEPTANCE: This order shall be binding upon King Press Corporation only when accepted by it at its principal office in Joplin, Missouri in allotted space below and a executed copy mailed to Buyer. It shall be governed by the laws of the State of Missouri.

ALL THE PROVISIONS, TERMS, AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED HEREIN AS IF FULLY SET FORTH ABOVE.

Witness: [Signature]  
 Accepted at Joplin, MO  
 KING PRESS CORPORATION (Seller)  
[Signature]  
 William C. Solomon  
 Vice President/General Manager  
 Date 6/29/88

Type or Print By: David A. Kinlein Optic Graphics Inc  
 Purchaser's Name, Corp., or Partner (Buyer)  
 Signature: [Signature] President  
 Position  
 101 Dover Road  
 Street Address  
 Glen Burnie Anne Arundel Maryland 21061  
 City County State Zip

**ADDITIONAL PROVISIONS, TERMS AND CONDITIONS**

Price Adjustment. The above prices are subject to change to conform to Seller's sales prices of the equipment being ordered in effect at time of delivery.

SECURITY. If the equipment is being purchased on a deferred payment basis, Buyer will execute and deliver to Seller, upon receipt of notice that equipment is ready for shipment, a security agreement to be submitted by Seller in form and substance satisfactory to Seller, and will cooperate with Seller in complying with all applicable laws relating to security agreements and other secured transaction laws. In case of any conflict between the provisions hereof and those contained in any such security document the latter shall prevail.

SPECIFICATIONS AND PRODUCTION. The equipment shall meet with description above set forth. However, Seller reserves the right, without prior notice, to change design, colors, materials or specifications when deemed necessary by Seller.

DELIVERY. Seller will make shipment of said equipment as soon as possible. Seller shall not be liable for delays in delivery caused by strikes, accidents, governmental restrictions or other causes beyond its control. If Buyer is not prepared to accept delivery of said equipment upon notice that it is ready for shipment Seller may store the equipment in a warehouse at Buyer's expense and risk, in the name of Buyer or Seller and such storage shall constitute shipment and delivery to Buyer. If this order covers "used equipment" not owned by Seller at this date it is agreed that the same is being sold subject to Seller's ability to subsequently acquire same and Seller's failure to do so shall not make it liable in damages to Buyer.

WARRANTY. Seller warrants all new equipment against defects in material or workmanship at the time of delivery thereof, that develop under normal use within a period of one year from date of shipment of which Buyer gives Seller prompt written notice. Other manufacturers' equipment, if any, shall carry only such manufacturers' standard warranty. This warranty provision shall apply to Buyer named herein and not to Buyer's successors or assigns. Seller's sole responsibility under this warranty is, at its option, to repair or replace equipment or parts not conforming to the warranty upon the return thereof F.O.B. Seller's Joplin, Missouri plant within the period of warranty; to remove the equipment at its expense and refund to Buyer all payments made thereon without interest, (if other equipment has been accepted by Seller as part payment and is not available for return to Buyer, then Seller shall pay to the Buyer the proceeds received by Seller from its disposition of said equipment). Seller assumes no responsibility for design characteristics of special equipment manufactured to specifications supplied by or on behalf of Buyer nor shall it be liable for any expenses, whether for repairs, replacements, material, service or otherwise, incurred by Buyer for modifications made by the Buyer to the equipment without prior written consent of Seller. Seller warrants that with a competent pressman and suitable operating conditions, the press is capable of high quality printing and accurate register at its normal speed on suitable good quality medium weight papers, except specialties, providing the stock is in good running condition and is run with the grain across the cylinder.

If the equipment is described as used and not as new or reconditioned, it is sold as is and where is and there are no warranties or representations of any kind by Seller with respect to the same.

EXCEPT AS SET FORTH IN THIS SALES ORDER AND EXCEPT AS TO TITLE, SELLER AND BUYER AGREE THAT THERE HAVE BEEN NO WARRANTIES, REPRESENTATIONS OR PROMISES BY SELLER WITH REFERENCE TO THE EQUIPMENT BEING SOLD, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AND REPRESENTATIONS AS TO MERCHANTABILITY AND FITNESS. In no event shall Seller be liable to Buyer or anyone else for any anticipated profits, consequential damages or other losses incurred by Buyer in connection with the purchase, installation, operation or shut-down of the equipment being supplied pursuant to this sales order.

TITLE. The parties agree that title and right of possession to the equipment being sold shall remain in Seller at all times until the entire purchase price shall have been fully paid in cash and that the equipment shall at all times remain personal property regardless of its annexation to real property or other personal property; except that, if Buyer executes a security agreement, title shall pass to Buyer immediately prior to such execution.

MAINTENANCE. While title remains vested in Seller, Buyer will maintain the equipment in good condition at the location to which it was delivered by Seller and will not encumber it or permit any lien, tax or other charge against it to remain unsatisfied. Buyer will permit Seller to inspect said property at all times during normal business hours.

INSURANCE. Buyer accepts full responsibility for safe-guarding the equipment from the time of delivery until it is paid for in full and shall provide and maintain insurance to the total value of the equipment delivered hereunder against risks of fire, explosion and extended coverage (including, but not limited to flood, earthquake, windstorm, cyclone, tornado, hurricane, riots, strikes and civil commotion) in the names of Buyer and Seller, as their respective interests may appear.

DEFAULT. If Buyer defaults in any payment specified herein or fails to comply with any provision of this sales order, or, if the equipment is seized under execution or other legal process, or, if a proceeding in bankruptcy, receivership or insolvency is instituted by or against Buyer, or if Buyer shall make an assignment for the benefit of creditors, or, if Buyer shall sell, encumber or otherwise dispose of the equipment while title thereto remains in Seller, Seller, upon the occurrence of any of such events, may, at its option, in addition to any other remedies which may be available to it by law, (1) declare the entire purchase price remaining unpaid to be immediately due and payable and elect to sue for the amount due plus costs and reasonable attorney's fees, thereby vesting title to the equipment in Buyer; or, (2) enter, with or without legal process, into or upon the premises where the equipment or any part thereof, may be, or is believed to be, and take possession thereof and thereafter hold the same absolutely free from any and all claims of Buyer, retaining all payments theretofore made by Buyer hereunder as and for the reasonable rental of said equipment and for the use, wear and tear thereof; or, (3) retain all payments made by Buyer as liquidated damages for the use of said equipment. If Seller exercises its option to retake the equipment as provided in (2), it may resell the equipment so retaken, at public or private sale, with or without notice to the Buyer, as the law may require, and Seller may purchase said equipment for its own account at any public sale. The proceeds of such sale shall be applied (i) to the expense of retaking, repairing, holding and reselling such equipment, including reasonable attorney's fees; (ii) to the unpaid balance of the purchase price; and, (iii) any surplus shall be paid to the Buyer. In case of deficiency, Buyer shall pay the balance of the purchase price (plus the expense of retaking, repossessing, holding and reselling such property, including reasonable attorney's fees) forthwith. In addition to the foregoing, Seller shall be entitled to all of the remedies for the recovery of the purchase price which are afforded to it by any law.

CANCELLATION AND MODIFICATION. Seller reserves the right to cancel its acceptance of this order at any time before delivery of the equipment if in Seller's sole judgement circumstances have changed which warrant such cancellation. This order may not be modified or supplemented except in writing and may not be assigned by the Buyer without the written consent of Seller. Seller may assign this order and/or the right to the monies due and to become due hereunder without Buyer's consent.

BOOK 529 PAGE 505

*[Faint, illegible text and markings, possibly bleed-through or ghosting from the reverse side of the page.]*

253-9204

SGB30004.FIS  
JRR032

BOOK 529 PAGE 506

273882

FINANCING STATEMENT

1. Name of Debtor: LEE HIGHWAY LIMITED  
PARTNERSHIP  
Address: 7125 Columbia Gateway  
Columbia, Maryland 21046

2. Name of Secured Party: SIGNET BANK/MARYLAND  
Address: P. O. Box 1077  
Baltimore, Maryland 21203  
Attn: George F. Oliver

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 30, 1986 from Lee Highway Associates, Inc. to Randolph A. Sutliff and Jesse B. Wilson, III, Trustees (the Deed of Trust), all property being located in Fairfax County, Virginia, said property being more particularly described in Exhibit A attached hereto and made a part hereof, the obligations under said Deed of Trust having been assumed by the Debtor and said Deed of Trust having been modified pursuant to a First Modification to Deed of Trust dated January 21, 1988 between the Debtor, the Secured Party and the Trustees.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

RECORD FEE 21.00  
POSTAGE .50  
#148910 0040 R03 711:12  
07/19/88

TEW

21.00  
50

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

- 4. Proceeds and products of all collateral are covered.
- 5. Not subject to recordation tax.

Debtor:	Secured Party:
LEE HIGHWAY LIMITED PARTNERSHIP	SIGNET BANK/MARYLAND

By: *Cary A. Luskin*  
 Cary A. Luskin  
 General Partner

By: *Lynn S. Harrison*  
 Lynn S. Harrison  
 Real Estate Finance Officer

By: *Kevin E. Luskin*  
 Kevin E. Luskin  
 General Partner

STATE OF MARYLAND, County OF Carroll, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of Sept, 1987, before me, the undersigned Notary Public of said State, personally appeared Cary A. Luskin, who acknowledged himself to be a General Partner of Lee Highway Limited Partnership, a Maryland limited partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized general partner of said limited partnership by signing the name of the limited partnership by himself as General Partner.

WITNESS my hand and Notarial Seal.

*[Signature]*  
 Notary Public

My Commission Expires: 7/1/88

STATE OF MARYLAND, County OF Washington, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of April, 1987, before me, the undersigned Notary Public of said State, personally appeared Kevin E. Luskin, who acknowledged himself to be a General Partner of Lee Highway Limited Partnership, a Maryland limited partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized general partner of said limited partnership by signing the name of the limited partnership by himself as General Partner.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission Expires: 7/1/88

STATE OF MARYLAND, County OF Prince Georges, TO WIT:

I HEREBY CERTIFY, that on this 21st day of December, 1987, before me, the undersigned Notary Public of said State, personally appeared Lynn S. Harrison, who acknowledged herself to be a Real Estate Finance Officer of Signet Bank/Maryland, a Maryland banking corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained as the duly authorized Real Estate Finance Officer of said Bank by signing the name of the Bank by herself as Real Estate Finance Officer

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission Expires: 7/1/90

PROPERTY DESCRIPTION

ALL those tracts or parcels of land located in Fairfax County, Commonwealth of Virginia, and more particularly described as follows:

PARCEL A

Beginning at an iron pipe in the easterly line of a 50' right of way (Cedar Street extended) said pipe marking a corner between a parcel of land formerly owned by Rust and the land herein described and lying N 01 degrees 02' 00" E. 124.85' from the intersection of the easterly line of said right of way with the northerly line of Park Road; thence from the point of beginning and running with the easterly line of the 50' right of way (Cedar Street extended) N 01 degrees 02' 00" E. 217.50' to an iron pipe in the southerly line of Route 29-211 (50' south of the centerline thereof thence running with the southerly line of Routes 29-211 (50' south of the centerline thereof N 80 degrees 55' 28" E. 188.61'; thence departing the southerly line of Routes 29-211 and running through the land of Albert R. Sherwood S. 05 degrees 34' 30" W. 246.83' to an iron pipe at the northeasterly corner of a parcel of land formerly owned by Rust; thence running with the dividing line between Rust (now or formerly) and the land herein described S 89 degrees 28' 00" W. (passing through an iron pipe at 165.62') a total distance of 166.20' to the point and place of beginning and containing 40,587 square feet of land, more or less.

Parcel B

Beginning at an iron pipe in the westerly line of Fern Street said pipe marking a corner between Lot 9, Section 4, WESTMORE and the land herein described; thence departing Fern Street and running with the dividing line between Section 4, WESTMORE and the land herein described S 89 degrees 31' 00" W. 144.77' to an iron pipe in the easterly line of a parcel of land formerly belonging to Rust; thence with Rust easterly line N. 5 degrees 35' 00" E. 4.96' to an iron pipe at the northeast corner of the parcel formerly belonging to Rust; thence running through the land of Sherwood N. 05 degrees 34' 30" E. 246.83' to the southerly side

BOOK 529 PAGE 510

of Routes 29-211; thence running with the southerly line of Routes 29-211 (50' south of the centerline thereof) N. 80 degrees 55' 28" E. (passing through a Virginia Department of Highways Monument) 119.32' thence departing the southerly line of Routes 29-211 and running with a curve to the right of radius 20.0' to an arc distance of 2.92' (chord bearing S 4 degrees 40' 19" E.) to a point in the westerly line of Fern Street (unimproved); thence running with the westerly line of Fern Street S. 0 degrees 29' 00" E. 265.30' to the point and place of beginning and containing 33.975 square feet of land, more or less.

AND BEING the same property acquired by Oprel Holding Company, Inc., by deed recorded in Deed Book 5433 at Page 1539 among the land records of Fairfax County, Virginia.

BEING the same property shown on a survey entitled "Boundary Survey of the Property of Oprel Holding Company, Inc., City of Fairfax" dated July 24, 1986 and prepared by Dewberry & Davis.

GC87

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to you for filing after the following information has been furnished to the Secured Party.

Debtor (Last Name, First Address, City)  
Sturrell, William D. Jr.  
6893 Old Solomons Rd.  
Friendship MD 20758

Secured Party (Name and Address)  
Ford Motor Credit Co.  
1133 Oldhickory Dr.  
Mechanicsville VA 23111

This statement refers to original Financing Statement No. 262798 dated 7-18-86

<p>4. Continuation <input type="checkbox"/></p> <p>The original financing statement between the Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>5. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>	<p>6. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown as the Debtor Party's rights under the financing statement bearing the file number shown above in the following property:</p>	<p>7. Termination <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
--	---	--	---

262798 BOOK 500 P 9145

This transaction is exempt from the Recording Tax.

Filed with ANNIE ARUNDEL CO.

Ford Motor Credit  
NAME OF SECURED PARTY

Dated 6-23-1988

By B. Davis

FORM 9 JUN 85 7288-M MARYLAND ONLY

RECORD FEE 10.00  
POSTAGE .50  
H148P20 C040 R03 111:14  
07/19/88

10.00  
50

FILED

D-2  
9.99.18

To Be Recorded in \_\_\_

Financing Records  
of Anne Arundel County

Not Subject To  
Recordation Tax

The appropriate amount of documentary stamps are affixed to a certain Indemnity Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same indebtedness.

INDEMNITY  
FINANCING STATEMENT

This Financing Statement dated July 15, 1988, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 30.00  
MORTGAGE 5.00  
APPROVED NEXT FOR 11:24  
11/19/88

FILED

1. Debtor:

Airport Square XX Company,  
a Maryland general  
partnership

Address:

P.O. Box 8691  
Baltimore-Washington  
International Airport  
Baltimore, Maryland 21240

3033

2. Secured Party:

Aetna Life Insurance  
Company, a Connecticut  
corporation

CityPlace  
Hartford, Connecticut 06156  
Attn: Aetna Realty  
Investors, Inc.

3. This Financing Statement Covers:

All property listed on Exhibit B attached hereto and incorporated herein.

4. Proceeds of collateral are covered hereunder.

5. The aforesaid items are included as security under an Indemnity Deed of Trust and Security Agreement given by Debtor to David E. Belcher and Patrick M. Shelley, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a Guaranty of Payment by Debtor to Aetna Life Insurance Company.

6. The real estate consists of certain parcels of land containing 6.695 ± acres and the improvements thereon known as 1199 Winterson Road, in the Fifth Election District of Anne

529-514

Arundel County, Maryland, and more particularly described in Exhibit A attached hereto.

Debtor: Airport Square XX Company,  
a Maryland general  
partnership

By: 

Fielding L. Wilson, Jr.,  
General Partner

To The Filing Officer: After this statement has been recorded,  
please mail the same to ~~Semmes,~~  
~~Bowen & Semmes, 250 West Pr~~ ~~d 21201.~~



**COMMONWEALTH**  
LAND TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company

Suite 1524 The World Trade Center, Baltimore, MD 21202-3041  
1330/62

**Being known and designated** as Lot 8A as shown on the Plat of Lot 8-A and 8-B Resubdivision of Plat 2 of Section 2, Lot 8, **AIRPORT SQUARE TECHNOLOGY PARK**, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 108, page 29.

**Together With** the use in common with others of the 40' private access easement as shown on said Plat.

9.99.23

EXHIBIT B

The Collateral consists of:

All Debtor's properties described in the paragraphs next following situated at and/or a part of and/or pertaining to the real property described in Exhibit A (hereinafter called "real property")

(1) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(2) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or leased or hereafter acquired, including, but not limited to: all building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects,

529 517

removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(3) All the estate, right, title and interest of Debtor in an to all leases or subleases covering the real property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Debtor thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits of payments of similar nature.

(4) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the here-

inafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

270825

BOOK 529 PAGE 519

D-2  
9.98.13

To Be Recorded in \_\_\_\_\_

Financing Records of  
Anne Arundel County

Not Subject To

Recordation Tax

The appropriate amount of documentary stamps are affixed to a certain Indemnity Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same indebtedness.

INDEMNITY  
FINANCING STATEMENT

RECORD FEE 30.00  
POSTAGE .50  
425100 0237 002 711:48  
07/19/88

LEWU

This Financing Statement dated July 15, 1988, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor:

Address:

Airport Square XIX Company,  
a Maryland general  
partnership

P.O. Box 8691  
Baltimore-Washington  
International Airport  
Baltimore, Maryland 21240

30-30

SEE PG 12

2. Secured Party:

Aetna Life Insurance Company, a Connecticut corporation	CityPlace Hartford, Connecticut 06156 Attn: Aetna Realty Investors, Inc.
---	---

3. This Financing Statement Covers:

All property listed on Exhibit B attached hereto and incorporated herein.

4. Proceeds of collateral are covered hereunder.

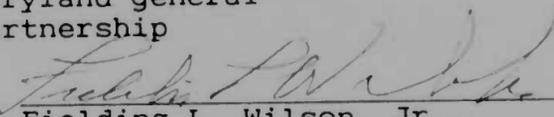
5. The aforesaid items are included as security under an Indemnity Deed of Trust and Security Agreement given by Debtor to David E. Belcher and Patrick M. Shelley, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a Guaranty of Payment by Debtor to Aetna Life Insurance Company.

6. The real estate consists of certain parcels of land containing 4.6641 + acres and the improvements thereon known as 1099 Winterson Road, in the Fifth Election District of Anne

529 521

Arundel County, Maryland, and more particularly described in  
Exhibit A attached hereto.

Debtor: Airport Square XIX Company,  
a Maryland general  
partnership

By:   
Fielding L. Wilson, Jr.,  
General Partner

To The Filing Officer: After this statement has been recorded,  
please mail the same to Semmes,  
Bowen & Semmes, 250 West Pr d 21201.



Suite 1524, The World Trade Center, Baltimore, MD 21203-3041

EXHIBIT A

529 522

Being known and designated as Lot 3R as shown on the Plat of the Resubdivision of Lots 1 and 3 of Part of Resubdivision Plat 2 of Section 1, **AIRPORT SQUARE TECHNOLOGY PARK**, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 110, folio 26.

9.98.25

EXHIBIT B

The Collateral consists of:

All Debtor's properties described in the paragraphs next following situated at and/or a part of and/or pertaining to the real property described in Exhibit A (hereinafter called "real property")

(1) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(2) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or leased or hereafter acquired, including, but not limited to: all building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects,

removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(3) All the estate, right, title and interest of Debtor in an to all leases or subleases covering the real property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Debtor thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits of payments of similar nature.

(4) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the here-

inafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$58,000

If this statement is to be recorded in land records check here.

This financing statement Dated 7-18-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael Shea Cabinetmaker

Address 1934-C Lincoln Dr., Annapolis, MD 21401

2. SECURED PARTY

Name Farmers National Bank of Maryland

Address 5 Church Circle  
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 1403 Holz-Her Semi-Automatic Edge Bander, 1 1626 Holz-Her Universal Drill,
- 1 1627.1 Holz-Her Line Drill, 1 1530 Holz-Her Semi-Automatic Case Clamp.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00

RECORD TAX 406.00

POSTAGE .50

#313600 C345 R01 T14:05

07/19/88

*[Signature]*  
(Signature of Debtor)

Michael Shea Cabinetmaker  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

William A. Walker II  
Vice President

\_\_\_\_\_  
Type or Print Above Signature on Above Line

LEW

11-  
406-  
52

273327

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Powerscreen Equipment Rentals, Inc.

Address 1223 Dorsey Road Glen Burnie, MD 21061

2. SECURED PARTY

Name Stursa Equipment Company, Inc.

Address 1103 Dorsey Road Glen Burnie, MD 21061

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, Maryland 21061

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real  
estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to  
be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Powerscreen Equipment Rentals, Inc.

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line  
Patrick White, Ass't Sec.

RECORD FEE 11.00  
POSTAGE .50  
#148950 0040 R03 111#20  
07/19/88

11.00  
.50

CONDITIONAL SALE CONTRACT NOTE

TO: Stursa Equipment Company, Inc. FROM: Powerscreen Equipment Rentals, Inc.
1103 Dorsey Road Glen Burnie, MD 21061 1223 Dorsey Road Glen Burnie, MD 21061

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) Mark II Powerscreen S/N 2722878
Two (2) Powerscreen M60 Conveyors S/N's 2435398 and 2436199

(1) TIME SALES PRICE ..... \$ 84,465.84
(2) Less DOWN PAYMENT IN CASH ..... \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) ..... \$ 84,465.84

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1223 Dorsey Road Glen Burnie, MD 21061

Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighty four thousand four hundred sixty five and 84/100 \*\*\*\*\* Dollars (\$ 84,465.84 )

being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the \_\_\_ day of \_\_\_, 19 \_\_\_, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 3,519.41 and the final installment being in the amount of \$ 3,519.41

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisalment and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: July 13 19 88

BUYER(S)-MAKER(S):

Accepted Stursa Equipment Company, Inc. (SEAL) (Print Name of Seller Here)

Powerscreen Equipment Rentals, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: [Signature]

By: [Signature] Ples

Co-Buyer-Maker:

(SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

BOOK 529 PAGE 529

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)
(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____		(SEAL)	
	(Corporate, Partnership or Trade Name or Individual Signature)		} Signature of Seller
(Witness)	By: _____	(Signature: Title of Officer, "Partner" or "Proprietor")	

ASSIGNMENT

BOOK 529 PAGE 530

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 13, 1988 between Stursa Equipment Company, Inc. as Seller/Lessor/Mortgagee and Powerscreen Equipment Rentals, Inc. 1223 Dorsey Road Glen Burnie, MD 21061 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 54,705.34 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 13th day of July, 19 88

Stursa Equipment Company, Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA L-5A

**PURCHASE MONEY  
FINANCING STATEMENT**

273828

MAY 0 1988

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code.

1. Name and Address of Debtor:

Diversified Leasing, Inc.  
133 Defense Highway  
Suite 207  
Annapolis, MD 21401

2. Name and Address of Secured Party:

Chasen's Business Interiors, Inc.  
2924 W. Marshall Street  
Richmond, Virginia 23230

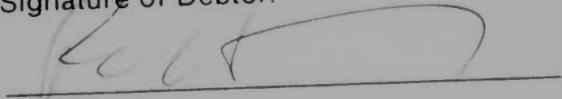
3. This financing statement covers the following types (or items) of property:

Office furniture as describe within the enclosed proposal dtd  
February 9, 1988

RECORD FEE 43.00  
POSTAGE .50  
#313300 0345 R01 T13:22  
07/19/88

Proceeds and products of the above collateral and any returned or repossessed goods are also covered.

4. Signature of Debtor:

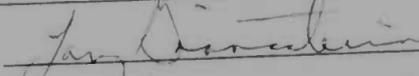


BY: Diversified Leasing, Inc.

Title: Rep.

5. Signature of Secured Party:

CHASEN'S BUSINESS INTERIORS, INC.

BY: 

Title: President

6. For filing Officer:

NO.: \_\_\_\_\_

Filed: \_\_\_\_\_

\_\_\_\_\_ o'clock \_\_\_\_\_ M.

45 - 50

TEU

FEB 22 1988

BOOK 529 PAGE 532

**PURCHASE MONEY  
SECURITY AGREEMENT**

Agreement made February 9, 19 88 between  
CHASEN'S BUSINESS INTERIORS, INC. of 2924 W. Marshall Street, Richmond, Virginia 23230,  
herein referred to as seller, and Diversified Leasing, Inc.  
of 133 Defense Highway, Suite 207, Annapolis, MD herein referred to  
as buyer. 21401

Seller hereby sells and buyer hereby purchases the following described personal property on the terms set forth herein. Seller retains title to and ownership of and a security interest in such property until the entire contract balance has been paid in full and all covenants and agreements herein have been performed, at which time title and ownership shall transfer to and vest in buyer.

DESCRIPTION OF PROPERTY (COLLATERAL):

As attached

ADDITIONAL TERMS AND CONDITIONS:

- 1) Seller hereby agrees to release buyer and hold buyer harmless for performance under any provision of this contract should Horizon Data Corporation, Lessee, fail to sign a valid acceptance certificate for the furniture or equipment described on the enclosed proposal.

*Rob* *△*

TERMS OF SALE: Net 30 days upon receipt of invoice

CASH PRICE	(Including any sales tax and freight charges and financing statement recordation fees)	\$ <u>31,384.75</u>
LESS DOWN PAYMENT		\$ _____
CONTRACT BALANCE		\$ <u>31,384.75</u>

Buyer promises to pay the entire contract balance within thirty (30) days of delivery of "described property". After thirty (30) days, any unpaid balance shall begin to accrue interest at the rate of one and one-half (1½%) percent per month until paid in full.

Seller may initiate an action for collection at any time after such thirty (30) day period or may repossess the "described property". In either event, buyer agrees to pay all costs of collection or repossession and resale, including, but not limited to reasonable attorney fees, court costs, moving and storage, advertising, and auctioneer's fee, if sold at public auction. In the event of repossession, seller may resell at private or public sale, in its own discretion.

**OTHER TERMS AND CONDITIONS**

- 1. **Protection of collateral.** Buyer shall not remove the described personal property from the business address of buyer indicated above. Buyer shall not sell, remove, secrete, encumber, or otherwise dispose of any interest buyer may have in such described personal property.

2. **Inspection of collateral.** Buyer irrevocably grants to seller or its assigns, agents, or employees the right to enter at any time, with or without notice and without force, any premises where the described personal property may be located to examine or take possession of such property. Buyer expressly waives any right of action that may accrue by reason of such entry or taking of possession of such property.

3. **Waiver of defenses as against assignee.** Buyer shall not assert against any assignee of seller any claim or defense that buyer may have against seller.

4. **Default.** In the event that buyer defaults in payment or in the performance of any condition of this Agreement, the remaining unpaid contract balance shall, at the option of seller or its assigns, become immediately due and payable, or, if seller or its assigns shall feel insecure, seller or its assigns may take immediate and exclusive possession of the described personal property. Seller or its assigns shall have all additional rights and remedies accorded a secured party on default by Virginia Code Sections 8.9-501 through 8.9-507, or as amended.

5. **Entire agreement.** All warranties, representations, and promises made by seller or buyer are included herein, and this contract contains the entire agreement of the parties.

6. **Construction.** This Agreement shall be construed according to the laws of the State of Virginia.

7. **Venue.** The parties agree that exclusive venue for any action hereunder shall lie in the Courts of the City of Richmond, State of Virginia.

8. **Receipt of copy.** Buyer acknowledges receipt of a copy of this Agreement.

IN WITNESS whereof, the parties have executed this Agreement the day and year first above written.

CHASEN'S BUSINESS INTERIORS, INC.

BY: [Signature] Title

Diversified Leasing, Inc.  
Buyer

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Guarantor

# Chasen's Business Interiors

RICHMOND OFFICE - 2924 WEST MARSHALL STREET RICHMOND, VA 23230-4891  
 PHONE 804-355-1768  
 NORFOLK OFFICE - 5365 ROBIN HOOD ROAD, SUITE B  
 NORFOLK COMMERCE BUSINESS CENTER  
 NORFOLK, VA 23513, PHONE 804-857-1357  
 NORTHERN VIRGINIA - 901 N. PITT STREET ALEXANDRIA, VA 22314  
 PHONE 703-684-1161

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QUOTE QUS HQ  
 HQ1297 HDMBY

SALESREP INFORMATION  
 PER FILE BARNES

S DIVERSIFIED LEASING INC.  
 D LSS DELETED HDMBY  
 L SUITE 207  
 D ANNAPOLIS, MD 21401  
 ATTN

S HORIZON DATA CORPORATION  
 H 2632 GUINEY ADAMS DRIVE  
 I HERNDON, VA 22071  
 P  
 ATTN KAREN SLATTERY

703-4620-4044

LINE QND NO QTY UNIT DIS  
 001 SF 5 PR242

DESCRIPTION  
 ROUND POST 42"H, NEUTRAL GRAY.

UNIT SELL 19.50  
 TOI SELL 37.50

CUS FROM: 04/15/88

002 SF 2 PR242

FINISHED END CAP 42"H, NEUTRAL GRAY.

CUS FROM: 04/15/88

003 SF 3 PR242

PANEL 24"W X 42"H, FABRIC  
 FOL 110 64H, NEUTRAL GRAY.

CUS FROM: 04/15/88

004 SF 1 PR4842

PANEL 48"W X 42"H, FABRIC  
 FOL 110 64H, NEUTRAL GRAY.

CUS FROM: 04/15/88

005 SF 1 PR242

PANEL CURVED 24"W X 42"H,  
 FABRIC FOL 110 64H, NEUTRAL GRAY.

CUS FROM: 04/15/88

CONTINUED ON THE NEXT PAGE.

CUSTOMER COPY

# Chasens's Business Interiors

RD1207

RD1207

RICHMOND OFFICE — 2924 WEST MARSHALL STREET RICHMOND, VA 23230-4891  
 PHONE 804-355-1768  
 NORFOLK OFFICE — 5365 ROBIN HOOD ROAD SUITE B  
 NORFOLK, VA 23513, PHONE 804-857-1357  
 NORFOLK COMMERCE BUSINESS CENTER  
 115 NORTHERN VIRGINIA — 901 N PITT STREET ALEXANDRIA, VA 22314 — SALES/REP INFORMATION  
 PHONE 703-684-1161  
 PE: PAUL BARNES.

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 PAGE

02/10/88

LINE	QTY	UNIT	DESCRIPTION	UNIT SELL	TOT SELL
006	1	PC3642	FURNEL 36"W X 42"H, FABRIC BALDINO 154H, NEUTRAL GRAY.	227.00	227.00
CUS FROM: 04/15/88					
007	1	PC4480	WORKSURFACE 24"D X 48"W, R35 GRAY ESTATE, TRIM NEUTRAL GRAY	142.00	142.00
CUS FROM: 04/15/88					
008	1	PC4360	WORKSURFACE 24"D X 36"W, R35 GRAY ESTATE, TRIM NEUTRAL GRAY	132.00	132.00
CUS FROM: 04/15/88					
009	1	PC3410	WORKSURFACE 24"D X 24" RADIUS, R35/GRAY ESTATE, TRIM NEUTRAL GRAY.	121.55	121.55
CUS FROM: 04/15/88					
010	1	PC148	STRAIGHT COUNTER TOP 15"D X 48"W, R35/GRAY ESTATE, NEUTRAL GRAY.	77.00	77.00
CUS FROM: 04/15/88					
ADDITIONAL CHARGING					
011	1	PC1034	CURVED COUNTER TOP 15"D X 24" RADIUS, R35/GRAY ESTATE.	88.00	88.00
CUS FROM: 04/15/88					

( CONTINUED ON THE NEXT PAGE. )

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# Chasen's Business Interiors

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 NORFOLK VA 23513, PHONE 804-857-1357  
 1105 NORTHERN VIRGINIA - 901 N PITT STREET ALEXANDRIA VA 22314-  
 PHONE 703-684-1161

BOOK 529 PAGE 536

PAGE 3 DATE 10/88

PER FILE NUMBER INFORMATION

LINE	QTY	UNIT	SELL	LOT	SELL
012	3	FEET	11.00		33.00
G.F. FURNITURE STRAIGHT FABRIC POST COVER, FABRIC BALTED 134H, NEUTRAL GRAY.					
013	1	PAIR	11.00		22.00
G.F. FURNITURE CORNER OUTSIDE FABRIC POST COVER, BOLTIC 64H, NEUTRAL GRAY.					
014	1	UNIT	299.00		299.00
G.F. FURNITURE FLUOR SUPPLEMENTED PEDESTAL CON- SULTING OF 2 BOX/1 FILE DRAWER WITH LOCK, COLOR NEUTRAL GRAY.					
015	1	CHAIR	379.00		379.00
G.F. FURNITURE SYNTOP SECURE/FABRIC ARMLESS CHAIR, FABRIC CAROUSEL BECK WINE.					
016	2	CHAIR	235.00		472.00
G.F. FURNITURE GUEST ARM CHAIR, FRAME WALNUT ON DARK, FABRIC CARIBBEY COLOR CHALET.					
017	1	TABLE	594.00		594.00
RUSQ08 NUCCRAFT FURNITURE RADIUS CUBE ROLLED EDGE SERIES TABLE 24"W X 24"D X 16"H, FINISH RED MAHOGANY #7.					
018	1	TABLE	466.00		466.00
RUSQ08 NUCCRAFT FURNITURE RADIUS 300 SERIES TABLE 48"W X 20"D X 29"H, FINISH RED MAHOGANY #7.					

( CONTINUED ON THE NEXT PAGE. )

CUSTOMER COPY

CUS FROM: 04/15/88  
 CUS FROM: 04/15/88  
 CUS FROM: 04/15/88

# Chasens' Business Interiors

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 NORFOLK COMMERCE BUSINESS CENTER  
 NORFOLK, VA 23513, PHONE 804-857-1357  
 901 N PITT STREET ALEXANDRIA, VA 22314... SALES/REP INFORMATION  
 PHONE 703-684-1161

QUOTE #01297  
 CUS NO. 041297  
 DATE 04/15/88

PP PAGE 1

02/10/88

LINE	VND NO	QTY	CATALOG	DESCRIPTION	UNIT SELL	TOT SELL
019	BILTRITE	1	ENR/3672/CDD	EXECUTIVE DOUBLE FEDERAL DESK 72" X 36", FINISH MAHOGANY #610.	890.00	890.00
					CUS FROM: 04/15/88	
020	BILTRITE	1	ENR/PHAXIS	EXECUTIVE CREDENZA 72" X 19", FINISH MAHOGANY #610.	786.00	786.00
					CUS FROM: 04/15/88	
021	STAIRS	1	592851	EXECUTIVE HIGH BACK SWIVEL 111 ARM CHAIR 39"H X 26"W X 30"D WITH 5 PRONG BLACK BASE, CASTER #5 DUAL WHEEL, COVERED IN LUNESTAR COLOR CARMINE.	430.00	430.00
					CUS FROM: 04/15/88	
022	STAIRS	2	5929	ARM CHAIR 23 1/2"W X 26"D X 31"H, FABRIC CARMINE COLOR ACQUARIUS, FRAME WALNUT ON OAK.	236.00	472.00
					CUS FROM: 04/15/88	
023	DESKS	1	HR37000	AMBIENCE SERIES EXECUTIVE DOUBLE FEDERAL DESK 72" X 36" FINISH #30 MAHOGANY.	1325.00	1325.00
					CUS FROM: 04/15/88	
024	DESKS	1	HR37014	AMBIENCE SERIES EXECUTIVE CREDENZA 72" X 19" WITH 2 BOX/ 2 FILE DRAWERS AND BOOKCASE SECTION CENTER, FINISH #30 MAHOGANY ON WALNUT.	1267.00	1267.00
					CUS FROM: 04/15/88	

CONTINUED ON THE NEXT PAGE

CUSTOMER COPY

# Chasens' Business Interiors

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 NORFOLK COMMERCE BUSINESS CENTER  
 NORFOLK VA 23513 PHONE 804-857-1357  
 NORTHERN VIRGINIA — 901 N PITT STREET ALEXANDRIA VA 22314  
 PHONE 703-684-1161

6000 529 PAGE 538

PAGE 5 DATE 10/08

QUOTE CUS NO  
 401297 ADM 87

PER PRICED PARTS INFORMATION

LINE	YR	HT	QTY	CATALOG	DESCRIPTION	UNIT SELL	EXT SELL
025	025	1	1	HE34800-08	AMBIENT SERIES HOURGLASS 48"H X 34"W X 15"D WITH 2 ADJUST- TABLE SHELVES, FINISH BSW MAGNETIC ON W/NDU.	478.00	478.00
026	026	1	1	65-69800	SYNIOF EXECUTIVE CHAIR, FULLY UPHOLSTERED OUTER SHELL WITH ADJUSTABLE HEIGHT, ARMS, COVERED IN MYSTIC COLOR HULLY.	738.00	738.00
027	027	2	2	1174	BULST HIGH CHAIR, FIBRID COM. Note you will receive 3.5 yds. of Design Tex Wood Concept HE33-900 Swamp.	426.00	856.00
028	028	1	1	2033-900	ORDERING 3.5 YDS. OF WOOD CONCEPT HE33-900 Swamp. Tail Top Chasens' #100	0.00	0.00
029	029	1	1	7-90400	ADDITIONAL FRUITING KIMBALL UPHOLSTERED PRODUCTS PLEANT INC. KIMBALL IND. FRUIT KIMBALL UPHOLSTERED JASPER, IN 47540	2918.00	2918.00
030	030	1	1	66000-96	VARIA CONFERENCE TABLE 96" X 48" WITH CLASSIC WOOD EDGE DETAIL, GINDRE'S GREENITE TOP WOOD FINISH HE33.	0.00	0.00
031	031	1	1	66000-96	VARIA CONFERENCE TABLE, BRSE FOR 96" X 48" PANEL END DESIGN WITH CLASSIC WOOD DETAIL BRSE FINISH HE33.	0.00	0.00

( CONTINUED ON THE NEXT PAGE. )

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# Chasens' Business Interiors

RICHMOND OFFICE — 2924 WEST MARSHALL STREET RICHMOND, VA 23230-4891  
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 NORFOLK, VA 23513, PHONE 804-857-1357  
 NORFOLK COMMERCE BUSINESS CENTER  
 NORFOLK, VA 23513, PHONE 804-857-1357  
 NORTHERN VIRGINIA — 901 N. PITT STREET ALEXANDRIA, VA 22314  
 PHONE 703-684-1161

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QUOTE CUS NO  
 A01297 ADM-07

PER PAUL KORNEIS SALESREP INFORMATION

LINE	VND NO	QTY	CATALOG	DESCRIPTION	UNIT SELL	TOT SELL
031	ST8169	8	52157	EXECUTIVE LOW BACK SWIVEL TILT ARM CHAIR 34"H X 25"W X 31"D, COVERED IN MUSLIN. COLOR HIS-DAYNE.	442.00	3536.00
032	MU5745	1	CCO-32-E	VARIA SERIES DOUBLE HINGED DOOR CABINET 32 3/4"W X 20"D X 29 1/2"H WITH 1 ADJUSTABLE SHELF, FINISH R-83.	875.00	875.00
033	EGP720	1	401W	BULLDOGE WOOD IDEA VISUAL CENTER 48" X 48" WITH PROJECTION SCREEN, MARKERS AND ERASERS, FINISH MRODIGNY.	741.00	741.00
034	GF	4	CU4224	STATION FREESTANDING CORNER WORK UNIT WITH 107 LEGS, 42"W X 24"D X 29 1/2"H, MEDIUM BRICK PANEL, ADJUSTABLE REAR LEGS, COLOR NEUTRAL GRAY/OCC.	524.00	2096.00
035	BF	4	ADR4120/00	STATION DESK HEIGHT RETURN LEFT, 40 1/2"W X 24"D X 29 1/2"H, COLOR NEUTRAL GRAY.	299.00	1196.00
036	BF	4	ADR4120/00	STATION DESK HEIGHT RETURN RIGHT 40 1/2"W X 24"D X 29 1/2"H, COLOR NEUTRAL GRAY.	299.00	1196.00
037	GF	4	PKSM-294	ADJUSTABLE KEYBOARD MECHANISM 24"D, NEUTRAL GRAY OCC.	143.00	596.00
					CUS FROM: 04/15/88	
					CUS FROM: 04/15/88	
					CUS FROM: 04/15/88	

# Chasens' Business Interiors

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 NORFOLK, VA 23513 PHONE 804-857-1357  
 NORTHERN VIRGINIA — 901 N PITT STREET ALEXANDRIA, VA 22314  
 PHONE 703-684-1161

ROOM 529 PAGE 540

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SALES/REP INFORMATION

REP: HULL, KARRIES

LINE	QTY	UNIT	DESCRIPTION	UNIT SELL	TOT SELL
038	4	PKSLS-5	KEYBOARD SHELVES 9"D X 22"W, COLOR NEUTRAL GRAY.	29.00	116.00
				CUS FROM: 04/15/88	
039	4	PKSLS	MEDIUM STORAGE PEDESTAL CON- SISTING OF 2 BOX/1 FILE DRAWER WITH DESIGNER PULL, CRBINET OCL.	209.00	836.00
				CUS FROM: 04/15/88	
040	4	65-75BK	SYNTOP PROFESSIONAL SERIES OPEN ARM CHAIR, SHELL V30 CHARDOL, FABRIC FANTASIA & IN 6634 SER, AND 2 IN 664K WINE.	505.00	2024.00
				CUS FROM: 04/15/88	
041	0	40/4 UP	UPHOLSTERED STACK FRAMELESS CHAIR, POLISHED CHROME FRAME, FABRIC FANTASIA WINE.	140.00	1120.00
				CUS FROM: 04/15/88	
042	2	366	365-L-FHFF, QUANTUM SERIES 36"W X 62 7/16"H X 19"D, 5 DRAWER LATERAL FILE WITH LOCK, COLOR OGC/NEUTRAL GRAY.	599.00	1198.00
				CUS FROM: 02/23/88	
043	1	900BYNR	42" DIAMETER TABLE WITH ALUMIN GRK WOOD EDGE AND LAMINATE INSET NEVAMAR GLOSS #S-3-221.	398.00	398.00
				CUS FROM: 04/15/88	
044	1	398-30	POLISHED CHROME PEDESTAL BASKET.	219.00	219.00
				CUS FROM: 04/15/88	

( CONTINUED ON THE NEXT PAGE. )

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# Chasens's Business Interiors

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 PHONE 804-355-1768  
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 NORTHERN VIRGINIA — 901 N. PITT STREET ALEXANDRIA, VA 22314  
 PHONE 703-684-1161

529 PAGE 02/10/88

QUOTE CUS NO  
 A01297 ADME87

SALESREP INFORMATION  
 P/B PAUL BARNES

LINE VND NO QTY CATALOG  
 045 DF6027 1 LOT  
 OFFICE MOVERS

UNIT SELL 750.00  
 TOT SELL 750.00

DESCRIPTION  
 LABOR TO DELIVER AND INSTALL:  
 HORIZON DATA CORPORATION  
 2632 GUILFORD ADAMS DRIVE  
 HERNDON, VA 22071  
 ATTN: KAREN SLATTERY  
 703-420-4044

CUS FROM: 04/15/88

TOTAL SELL: 31,384.75  
 INSTALLATION: 0.00  
 FREIGHT: 0.00  
 SALES TAX: 1,378.56

Approved by \_\_\_\_\_

Date \_\_\_\_\_

BOOK 529 PAGE 542

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
K & R MOTORS  
6000 Ritchie Highway  
Baltimore, MD 21225

2. Secured Party(ies) and address(es)  
MAROX LEASING COMPANY  
31 Pickburn Court  
Cockeysville, MD 21030

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#177240 CTTT R04 T15441  
07/19/88

4. This statement refers to original Financing Statement bearing File No. 268953  
Filed with Anne Arundel Date Filed August 7 1987

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented:

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

MAROX LEASING COMPANY  
By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical 10785 STANDARD FORM - FORM UCC-3

BOOK 529 PAGE 543

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT \*

Liber No. 445 Page No. 547  
Identification No. 241121 Dated 1/13/82  
(Amending original Financing Statement found at Liber 439, page 511, ID#238788)

1. Debtor(s) { LaPides Limited Partnership (now LaPides Associates Limited Partnership)  
Name or Names—Print or Type
- { P. O. Box 1949 Annapolis MD 21404  
Address—Street No., City - County State Zip Code
2. Secured Party { Anne Arundel County, Maryland  
Name or Names—Print or Type
- { Arundel Center, Northwest & Calvert Sts, Annapolis, MD 21401  
Address—Street No., City - County State Zip Code

assigned to: Maryland National Bank  
10 Light Street  
Baltimore, MD 21202

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: see Schedule A, attached</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 1.00  
POSTAGE .50  
#177210 CITY R04 115130  
07/19/88

*RDM*

Dated: July 8, 1988

After filing, please return to:  
N. Colleen Rose, Esquire  
Frank, Bernstein, Conaway & Goldman  
300 E. Lombard Street  
Baltimore, MD 21202

*1050*

MARYLAND NATIONAL BANK  
By: Margaret S. Konschniu  
Title: Vice President  
(Assignee)

SCHEDULE A

- 1 Crown Bottle Filler, Model 60/30/12 with sixty Super Flo valves Serial No. FL-60-UB-07-C-HL-8M5
- 1 Jersey Conveyor (installed in conjunction with a Jersey Bottle Rinser (Model 2705H, Serial No. 81129))
- 3 Loading Docks (Dkbrd M6065 Lip Standard Pan 6x6)
- 1 Komatsu Lift Truck (Model FG20S-3), Serial No. 61133
- 1 Komatsu Forklift Trust [sic:Truck] (Model FG205-3), Serial No. 61284
- 1 Komatsu Forklift Trust [sic:Truck] (Model FG205-3), Serial No. 61285

Conveyor Belts

- 1 Bottle Conveyor, Serial No. 13-2461-1
- 1 Dacam Divider, Serial No. 8961
- 1 Hamrick VDL Uncaser, Serial No. 81372
- 1 Jersey Bottle Rinser (Model 2705H), Serial No. 81129
- 1 Potter Ray Field Water Treatment Tank (Model R060FP), Serial No. 4897
- 1 American Stainless Sugar Storage Tank (Model 9,500 ST), Serial No. 706
- 1 Conveyor Traffic Cop (Model 24635P), Serial No. 81825

0733x

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. Names and Address of Debtors:

COMPUDYNE CORPORATION,  
 QUANTA SYSTEMS CORPORATION,  
 previously known as  
 Q. S. CORPORATION  
 and  
 COMPUDYNE AIR TRAFFIC CONTROL, INC.  
 and  
 DATA CONTROL SYSTEMS, INC.  
 and  
 OAR CORPORATION  
 doing business as  
 AIR TRAFFIC CONTROL DIVISION COMPUDYNE CORPORATION  
 and  
 QUANTA SYSTEMS DIVISION COMPUDYNE CORPORATION  
 and  
 EWI DIVISION COMPUDYNE CORPORATION  
 and  
 OAR, INC.  
 and  
 OCEAN APPLIED RESEARCH CORPORATION

COMPUDYNE, INC.,  
 previously known as  
 GENERAL INDICATOR GROUP, INC.,  
 doing business as  
 VEGA PRECISION LABORATORIES, INC.  
 and  
 GENERAL INDICATOR CORP.  
 and  
 VEGA DIVISION COMPUDYNE CORPORATION  
 and  
 GENERAL INDICATOR CORPORATION  
 and  
 GENERAL INDICATOR DIVISION  
 and  
 COMPUDYNE, INC. OF DELAWARE

Suite 306  
 2024 West Street  
 Annapolis, Maryland 21401

RECORD FEE 39.00  
 POSTAGE .50  
 #177190 CTTT 804 7/15/87  
 67/19/85

TEW

2. Names and Addresses of Secured Parties:

— THE FIRST NATIONAL BANK OF MARYLAND  
 18 West Street  
 Annapolis, Maryland 21401  
 Attn: Richard J. Shenos  
 Vice President

MARYLAND NATIONAL BANK  
 10 Church Circle  
 Annapolis, MD 21401  
 Attn: Maureen T. Konschnick  
 Vice President

39.50

CONNECTICUT NATIONAL BANK  
777 Main Street  
Hartford, CT 06115  
Attn: Thomas A. Brugger  
Assistant Vice President

3. This Financing Statement covers the following types (or items) of property of the Debtors, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

a. Inventory. All of the inventory of the Debtors, both now owned or hereafter acquired, and as the same may now or hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

b. Contract Rights. All of the contract rights of the Debtors, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

c. Accounts. All of the accounts of the Debtors (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

d. General Intangibles. All of the general intangibles of the Debtors (including, without limitation, all things in action, contractual rights, goodwill, trademarks, and patents), both now owned or hereafter acquired, together with all cash and non-cash proceeds and products thereof.

e. Chattel Paper. All of the chattel paper of the Debtors both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given rise to chattel paper, and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by the Debtors which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of the Debtors, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

f. Equipment and Fixtures. All of the equipment and fixtures of the Debtors, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof; including, without limitation, all of the machinery, apparatus, equipment, office furniture, furnishings, appliances,

and other goods, chattels and personal property of every kind and nature whatsoever, now or hereafter located on, or attached to, the business premises of the Debtors located at (i) Suite 306, 2024 West Street, Annapolis, Maryland 21401 (record owner: CompuDyne Corporation), (ii) 1455 Research Boulevard, Rockville, Maryland 20850 (record owner: Quanta Systems Corporation), and (iii) 61 Thomas Johnson Drive, Frederick, Maryland 21701 (record owner: CompuDyne Corp. of Maryland, successor by merger to Advanced Navigation, Inc.); excluding any and all equipment now owned by the division of the Debtors trading under the assumed name of General Indicator Corporation.

4. Proceeds and products of the collateral are also covered.

5. The Debtors certify that a portion of the underlying secured transaction is subject to a recordation tax in the amount indicated on the certification attached hereto as "Exhibit A" and made a part hereof; the same having been paid to the Circuit Court for Anne Arundel County, the Circuit Court for Frederick County, and the Circuit Court for Montgomery County, as indicated on the attached certification.

Debtors:

COMPUDYNE CORPORATION

By: David W. Stevens (SEAL)  
David W. Stevens  
President

QUANTA SYSTEMS CORPORATION

By: David W. Stevens (SEAL)  
David W. Stevens  
President

COMPUDYNE, INC.

By: David W. Stevens (SEAL)  
David W. Stevens  
President

DATED: June 15, 1988

TO BE RECORDED AMONG:  Financing Statement Records of Anne Arundel County, Maryland  
 Land Records of Anne Arundel County, Maryland

Clerk, please return to: Shaun F. Carrick, Esquire  
Miles & Stockbridge  
Suite 800  
10 Light Street  
Baltimore, Maryland 21202

Exhibit A

CERTIFICATION AS TO ALLOWANCES FOR MARYLAND DOCUMENTARY STAMPS

To: THE CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, THE CLERK OF THE CIRCUIT COURT FOR FREDERICK COUNTY, and THE CLERK OF THE CIRCUIT COURT FOR MONTGOMERY COUNTY

With respect to indebtedness in the amount of \$20,000,000.00 to The First National Bank of Maryland of CompuDyne Corporation, the Undersigned hereby certifies that (a) the portion of the collateral for the indebtedness (the "Collateral") that is inventory exempt from recordation tax has been valued at \$30,530,342.00 for the purposes of the indebtedness, (b) the portion of the Collateral that is real estate exempt from recordation tax and situated in Frederick County, Maryland, encumbered by an indemnity deed of trust has been valued at \$2,000,000.00, (c) the portion of the Collateral that is real estate exempt from recordation tax and situated in Fairfax County, Virginia, encumbered by an indemnity deed of trust has been valued at \$11,000,000.00, (d) the portion of the Collateral that is equipment subject to recordation tax has been valued at \$5,238,405.00 for the purposes of the indebtedness, (e) the portion of equipment subject to recordation tax that is situated in Anne Arundel County, Maryland, has been valued at \$50,000.00, (f) the portion of the equipment subject to recordation tax that is situated in Frederick County, Maryland, has been valued at \$2,072,388.00, (g) the portion of the equipment subject to recordation tax that is situated in Montgomery County, Maryland, has been valued at \$3,116,017.00, and (h) the value of each portion of the Collateral and the percentage and amount of indebtedness (for which stamps are to be affixed) attributable to each such portion of the Collateral is as follows:

Types of Collateral	Value <sup>1</sup>	Percentage of Consideration <sup>2</sup>	Amount of Consideration <sup>3</sup>	Recordation Tax <sup>4</sup>
Inventory exempt from recordation tax	\$30,530,342	62.63%	\$12,526,000	\$ 0.00
Real Estate exempt from recordation tax	\$13,000,000	26.65%	\$ 5,330,000	\$ 0.00
Equipment in Anne Arundel County	\$ 50,000	0.10%	\$ 20,000	\$ 140.00

Types of Collateral	Value <sup>1</sup>	Percentage of Consideration <sup>2</sup>	Amount of Consideration <sup>3</sup>	Recordation <sup>4</sup> Tax
exempt from recordation tax				
Equipment in Frederick County exempt from recordation tax	\$ 2,072,388	4.24%	\$ 848,000	\$ 5,596.80
Equipment in Montgomery County exempt from recordation tax	\$ 3,116,017	6.38%	\$ 1,276,000	\$ 5,614.40
TOTAL	\$48,768,747	100.00%	\$20,000,000	\$11,351.20

<sup>1</sup>Available Equity based on Fair Market Value

<sup>2</sup>Calculated on the basis of the following formula:

Value of inventory or value of equipment divided by sum of value of inventory and value of equipment

<sup>3</sup>Calculated on the basis of the following formula:

Percentage of consideration multiplied by amount of indebtedness

<sup>4</sup>Based upon \$3.50 per \$500.00 of indebtedness - Anne Arundel County, Maryland  
 Based upon \$3.30 per \$500.00 of indebtedness - Frederick County, Maryland  
 Based upon \$2.20 per \$500.00 of indebtedness - Montgomery County, Maryland

529 PAGE 550

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264472

RECORDED IN LIBER 504 FOLIO 395 ON 11/5/86 (DATE)

1. DEBTOR

Name Macy's New Jersey, Inc.
Address 151 West 34th St. New York, NY 10001

2. SECURED PARTY

Name Wilmington Trust Company and William J. Wade, as Trustees
Address Wilmington Trust Company, Rodney Squ. North, Wilmington, DE 19890

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and text for each section.

RECORD FEE 10.00
POSTAGE .50
#177110 0777 004 115130
08/19/88

RJM

Debtor's name amended to: Macy's Northeast, Inc. #177110 0777 004 115130

02F1376-7823

43

52 JAMES ST
ALBANY, N.Y. 12201

Dated \_\_\_\_\_

(Signature of Secured Party)
Macy's New Jersey, Inc.
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269862

RECORDED IN LIBER 518 FOLIO 27 ON 9/23/87 (DATE)

1. DEBTOR

Name Macy's New Jersey, Inc.  
Address 151 West 34th St., New York, NY 10001

2. SECURED PARTY

Name Wilmington Trust Company and William J. Wade, as Trustees  
Address Wilmington Trust Company, Rodney Sq. North, Wilmington, DE 19890

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Amendment

Debtor's name amended to: Macy's Northeast, Inc.

RECORD FEE 10.00  
POSTAGE .50  
#177120 0777 R04 115+30  
07/19/88

RJM

RETURN ACKNOWLEDGEMENTS  
NATIONWIDE INFORMATION  
52 JAMES ST  
ALBANY, N.Y. 12204

02F1376-7823

(44)

Dated \_\_\_\_\_

[Signature]

(Signature of Secured Party)

Type or Print Above Name on Above Line

STATE OF MARYLAND

529 PAGE 552

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270320

RECORDED IN LIBER 519 FOLIO 228 ON 10/23/87 (DATE)

1. DEBTOR

Name Macy's New Jersey, Inc.  
Address 151 West 34th St., New York, NY 10001

RECORD FEE 10.00  
POSTAGE .50  
M177430 CITY 1004 715131  
07/19/88

2. SECURED PARTY

Name Wilmington Trust Company, and William J. Wade, as Trustees  
Address Wilmington Trust Company, Rodney Sq. North, Wilmington, DE 19890

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Amendment

Debtor's name amended to: Macy's Northeast, Inc.

RECORD ACKNOWLEDGMENTS OF  
NATIONWIDE INFORMATION  
52 JAMES ST  
ALBANY, N.Y. 12204

62 F1376-7823

(45)

Dated \_\_\_\_\_

*D. H. Gold*

(Signature of Secured Party)

Type or Print Above Name on Above Line

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: March 4, 1988

( XX ) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S): Blumenthal, Wayson, Downs & Offutt Investment Partnership

ADDRESS: 121 Cathedral Street  
Annapolis, Maryland 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

A Limited Partnership Unit in the American Beeper Associates Limited Partnership.

RECORD FEE 12.00  
POSTAGE .50  
#177090 0777 R04 T15120  
07/19/88

DEBTOR(S):  
Blumenthal, Wayson, Downs & Offutt  
Investment Partnership  
(Company Name)

BY: [Signature]  
Edward Wayson, Jr., General Partner

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS BANK

BY: [Signature]  
(Authorized Signature)

John M. Crook  
Senior Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Pickup  
ETCR

1750

11.50

TO BE } 800\* 529 EXT 554  
 NOT TO BE } RECORDED IN LAND RECORDS

SUBJECT TO }  
 NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

88-978  
A.D.

FINANCING STATEMENT

273836

1. Debtor(s):

Quality Services

Name or Names—Print or Type  
75 A Mayo Road, Edgewater, MD 21037

Address—Street No., City - County State Zip Code

---

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC. #

Name or Names—Print or Type  
701 Cathedral Street, Baltimore, Maryland 21201

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

(1) Sharp SS-9500 copier  
(1) Sharp SS-451 20 bin sorter

4. If above described personal property is to be allixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

RECORD FEE 11.00  
POSTAGE .00  
#178970 6777 604 113410  
07/19/88

TEW

DEBTOR(S)

Richard A. Meade  
(Signature of Debtor)

Richard Meade, Pres.  
Type or Print

---

(Signature of Debtor)

---

Type or Print

SECURED PARTY

Harbor Leasing Associates #  
(Company, if applicable)

[Signature]  
(Signature of Secured Party)

Mark M. Caplan, partner  
Type or Print (Include title if Company)

To THE FILING OFFICER After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

1152

11.50

TO BE  
 NOT TO BE

529 PAGE 555  
 RECORDED IN  
 LAND RECORDS

273837  
 SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF  
 \$ \_\_\_\_\_

88-97  
AA

### FINANCING STATEMENT

Netzer Enterprises

1. Debtor (s):

Name or Names—Print or Type  
860 Swift Road, Pasadena, MD 21122

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC. #

Name or Names—Print or Type

701 Cathedral Street, Baltimore, Maryland 21201

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Kubota tractor model L2850 DT with BF500 Front end loader;  
Bowie hydro seeder

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

Daniel Netzer, Owner  
(Signature of Debtor)

SECURED PARTY:

Harbor Leasing Associates #  
(Company, if applicable)

Daniel Netzer, Owner  
Type or Print

(Signature of Debtor)

Type or Print

MC  
(Signature of Secured Party)

Mark M. Caplan, partner  
Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

RECORD FEE 11.00  
 POSTAGE .50  
 #176960 CTTT RC 4 115417  
 07/19/88

TEW

1130

File No. \_\_\_\_\_  
Record Reference:  
Liber..... Folio.....

**FINANCING STATEMENT**

Not subject to Recordation Tax. To Be Recorded in The Land Records  
(For Fixtures Only).  
XX Subject to Recordation Tax on prin-  
cipal amount of \$ 120,000.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor Address

GEOBASE, INC. 1654 Crofton Blvd.  
Suite #17  
Crofton, MD 21114

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral):

SEE ATTACHED SCHEDULE A

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

RECORD FEE 11.00  
RECORD TAX 840.00  
POSTAGE .50  
#176930 0777 R04 115411  
07/19/98

5. XX Proceeds) ) of the collateral are also specifically covered.  
Products)

Debtor Secured Party (Assignee)

GEOBASE, INC.

THE CITIZENS NATIONAL BANK

By: Wallace Hayward Baker, President

By: Patrick G. Nolan  
Patrick G. Nolan  
Assistant Vice President

By: \_\_\_\_\_

Type or print all names and titles under signatures.

11-  
840.50

TEW

SCHEDULE DESCRIBING COLLATERAL

(This Schedule is to be used to describe the collateral referred to in the SECURITY AGREEMENT executed on the 1st day of July, 1988, by Debtors and is hereby expressly made a part of said SECURITY AGREEMENT.)

DESCRIPTION OF COLLATERAL

1 LORAIN 25-TON CRANE SERIAL # 31524 AND HYDRAULIC DRILL SYSTEM COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS, REPLACEMENT PARTS AND THE PROCEEDS THEREOF, SUBJECT, BUT NOT LIMITED TO THE FOLLOWING ATTACHMENTS:

- USED CRANE PURCHASE
- ENGINE SURVEYS
- CRANE REPAIRS
- 2 ENGINE REBUILDS
- BOOM REPAIRS
- INHOUSE REPAIRS
- RING & PINION GEARS
- 45' STEEL MAST
- 4 HYDRAULIC MOTORS
- RADIAL BEARINGS
- THRUST BEARINGS
- FABRICATE STEEL/ALUM.
- 4'X12' ALUMINUM PLATE
- BALL BEARINGS
- PLATE & TUBE MACHINING
- ASSEMBLY & TESTING
- MACHINE SIDE PLATES
- HYDROSTATIC PUMP/CONT.
- DRIVE SHAFT TO CRANE
- HYDRAULIC TANKS
- DRIVE ADAPTOR & PLATE
- MAST SHIPPING
- HYDRAULIC HOSES
- HYDRAULIC COMPONENTS
- WINDER SYSTEM
- DRILL GUIDE ASSEMBLY

WITNESS: \_\_\_\_\_ (SEAL)  
WITNESS: \_\_\_\_\_ (SEAL)

ADDRESS: \_\_\_\_\_ (STREET)  
\_\_\_\_\_ (CITY, COUNTY, AND STATE)

(SEAL)

Attest:

\_\_\_\_\_  
(SECRETARY)

(CORPORATE DEBTOR SIGN BELOW)

BY: W. Hayward Baker  
GEOBASE, INC.  
TITLE Wallace Hayward Baker, President

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 270328 Dated October 19, 1987

Record Reference Liber 519, Page 270

2. DEBTOR is:

Name: Kenneth C. Sherman, Individually and Sherman Pinsetters, Inc.  
(Last Name First)

Address: 725 Delmar Avenue, Glen Burnie, Md. 21061

3. SECURED PARTY is:

Name: The Bank of Glen Burnie

Address: 101 Crain Highway, S. E., Glen Burnie, Maryland 21061

RECORDED FEE 10.00  
POSTAGE .50  
#170890 STTT R04 T12-07  
07/19/88

FILED

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: Martin Kleinman, Esquire  
712 Court Square Building  
Baltimore, MD 21202

SECURED PARTY:

THE BANK OF GLEN BURNIE

Dated July 5, 19 88

By: Barbara Elswick  
Barbara J. Elswick (Title)  
Executive Administrator



1050

AA County

11.50  
20.00 Recordation Tax

529 PAGE 559

**Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code**

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 272205 recorded in Liber 524, Folio 596 on March 29, 1988 (date)

*[Handwritten initials]*  
INITIAL

1. DEBTOR(S):  
 Name(s): Service Contractors, Inc.  
 Address(es): 8201 Corporate Drive, Suite 600  
Landover, Maryland 20785

2. SECURED PARTY:  
 Name: Equitable Bank, N.A.  
 Address: 100 S. Charles Street  
Baltimore, Maryland 21201  
ATTN: Commercial Note Department

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
 (Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. The original Financing Statement referenced above is subject to Recordation Tax on additional debt in the amount of \$40,000.00. The Debtor certifies that with the filing of this Amendment, the Recordation Tax on the additional debt has been paid to the Circuit Court for Anne Arundel County, Maryland.

RECORD FEE 10.00  
RECORD TAX 200.00  
POSTAGE .50  
M14000 EXT FOR 11/1/80

07/19/80  
*[Handwritten initials]*

9. DEBTOR:  
Service Contractors, Inc.  
By: *Sylvia J. Zagami*  
Sylvia J. Zagami, President

SECURED PARTY:  
EQUITABLE BANK, National Association  
By: *Andrew Gibson, Jr.*  
Andrew Gibson, Jr.  
Vice President  
(Type Name and Title)

10750  
280.50

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s) Address(es)  
 Annapolis Aviation, Inc. P.O. Box 3527  
 Annapolis, Maryland 21403

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: Debra Grimm Baltimore, Maryland 21201  
 Documentation Assistant

RECORD FEE 11.00  
 POSTAGE .50  
 #174700 CT77 004 114447  
 07/19/08

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors Annapolis Aviation, Inc.  
 By: George M. Hay, President (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk. Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

11.50

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201

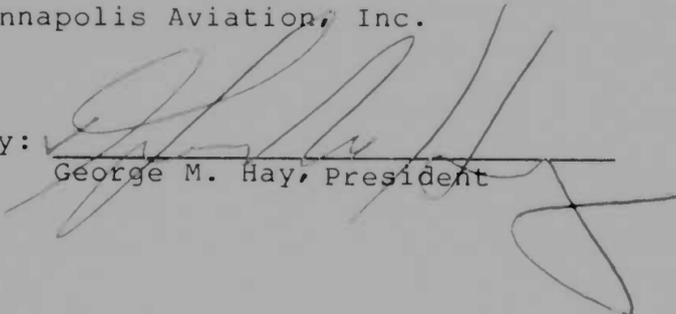
**SCHEDULE A**

This Schedule A is attached to and made part of a Financing Statement by and between Annapolis Aviation, Inc. (the "Debtor") and Equitable Bank, National Association (the "Secured Party")

G. Other - Description

Rents, leases and charters pertaining to a 1967 Beechcraft King Air Model A-90 airplane, serial number LJ300, Registration Number N70VM.

Annapolis Aviation, Inc.

By:   
George M. Hay, President

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~XXXXXX~~ 272532

RECORDED IN LIBER 526 FOLIO 95 ON 4/27/88 (DATE)

1. DEBTOR

Name Elite Total Skin & Body Care

Address 900 Richie Hwy. Suite 101 Severna Park, MD 21146

2. SECURED PARTY

Name Great Northern Funding Corp.

Address 11500 Rockfield Ct. Cincinnati, OH 45241

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment  XXX  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Assigned to: First National Bank of Cincinnati  
5th & Walnut Sts.  
Cincinnati, OH 45202

RECORD FEE 11.00  
175.00  
RECORDED IN LIBER 526 FOLIO 95 ON 4/27/88

RDM

11-00  
50

Dated \_\_\_\_\_

(Signature of Secured Party)  
David Sloan, Leasing Manager  
Great Northern Funding Corp.

Type or Print Above Name on Above Line

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Owensville Medical Center, Inc.
Address 134 Owensville Rd. West River, MD 20778

2. SECURED PARTY

Name Great Northern Funding Corp.
Address 11500 Rockfield Ct. Cincinnati, OH 45241

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1) Micro Snack II w/base s/n# 510975

Name and address of Assignee

\*CONDITIONAL SALES CONTRACT\*

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORDED FEE 11.00
INDEXED 25
APR 22 2048 703 T.0141
APR 22 88
TEW

11.00
.50

(Signature of Debtor)

Type or Print Above Name on Above Line
Mary Ellen O. Brady, Executive Director
Owensville Medical Center, Inc.
Type or Print Above Signature on Above Line

(Signature of Secured Party)
David Sloan, Leasing Manager
Great Northern Funding Corp.
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name A.B. Kelley Corporation  
Address 3850 Chaneyville Rd., Owings, MD 20754

2. SECURED PARTY

Name Diversified Leasing, Inc.  
Address 133 Defense Hwy., Suite 207  
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- One (1) Elmo Transvideo TRV-16 projector, s/n 700789
- One (1) Sony VO 5600, s/n 4389.

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

THIS IS LEASED EQUIPMENT. NOT SUBJECT TO RECORDATION TAX.

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

11:00  
50

Pick up  
et al

[Signature]  
(Signature of Debtor)

ALBERT B. KELLEY  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

L.L. SUMMERS  
Type or Print Above Signature on Above Line

RECORD FEE 72.00  
POSTAGE .50  
MAY 19 09 40 REC 11432  
273811

TEW

#6471 AA D

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273845

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Pinkard, William R.

Address 7955 Freetown Road Glen Burnie, MD 21061

2. SECURED PARTY

Name DiMarzo & Dellinger Truck Sales, Inc.

Address 1402 Ritchie Marlboro Road Capitol Heights, MD 20743

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, Maryland 21061

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real  
estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to  
be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

William R. Pinkard

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White  
(Signature of Secured Party)

Patrick White, Assist. Operations Mgr.  
Type or Print Above Signature on Above Line

RECORD FEE 17.00  
POSTAGE .50  
4147520 0040 803 718448  
07/17/88  
TEW

17.00  
50

CONDITIONAL SALE CONTRACT NOTE

TO: DiMarzo & Dellinger Truck Sales, Inc. FROM: William R. Pinkard
1402 Ritchie Marlboro Road Capitol Heights, MD 20743 7955 Freetown Road Glen Burnie, MD 21061

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1988 Summit Model AD34 Dump Trailer, S/N 15RAD3433JC006967

(1) TIME SALES PRICE \$ 50,879.20
(2) Less DOWN PAYMENT IN CASH \$ 4,768.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 46,111.20

\*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 7955 Freetown Road Glen Burnie, MD 21061

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty six thousand one hundred eleven and 20/100 Dollars (\$ 46,111.20)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 12th day of August, 19 88, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 960.65 and the final installment being in the amount of \$ 960.65

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: July 8, 19 88

Accepted DiMarzo & Dellinger Truck Sales, Inc. (SEAL) (Print Name of Seller Here)

By: Bernard DiMarzo Pres. (Witness as to Buyer's and Co-Maker's Signature)

By: William R. Pinkard (SEAL) (Print Name of Buyer-Maker Here)

By: William R. Pinkard (SEAL) (Print Name of Co-Buyer-Maker Here)

This instrument prepared by

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) (Guarantor-Endorser)		_____ (L.S.) (Guarantor-Endorser)
_____ (L.S.) (Guarantor-Endorser)		_____ (L.S.) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements thereon contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____		_____ (Corporate, Partnership or Trade Name or Individual Signature)	(SEAL)
_____ (Witness)		By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")	}
			Signature of Seller

500 529 PAGE 567

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 8, 1988

between DiMarzo & Dellinger Truck Sales, Inc., as Seller/Lessor/Mortgagee,

and William R. Pinkard 7955 Freetown Road Glen Burnie, MD 21061  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatrued installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 46,111.20  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 8th day of July 8, 1988

DiMarzo & Dellinger Truck Sales, Inc. (Seal)  
(Seller/Lessor/Mortgagee)  
By Baruch DiMarzo Pres.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

**Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code**

BDD 529 PAGE 569

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number \_\_\_\_\_ recorded in Liber 496, Folio 86 on March 20, 1986 (date)

1. DEBTOR(S):

Name(s): Bay Chiropractic and Richard C. Fidanze and Paul H. Goszkowski  
Address(es): 1409 Forest Drive, Annapolis, MD 21403

2. SECURED PARTY:

Name: First Federal Savings & Loan Association of Annapolis  
Address: 1832 George Avenue, Annapolis, MD 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3. ( ) CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. ( ) TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ( ) ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. ( ) RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

- 8. Add inventory, accounts receivable, and Furniture to security.  
Add additional debtor of Fidanze & Goszkowski, Inc.

RECORD FEE 10.00  
POSTAGE .20  
MAY 13 1986  
1040 R03 71  
13  
1988  
CK JK

9. DEBTOR: Bay Chiropractic

SECURED PARTY:

BY: Richard Fidanze, DC, General Partner First Federal Savings and Loan Association of Annapolis  
BY: Paul Goszkowski, DC, General Partner  
BY: Richard Fidanze, Individually Cathy A. Partridge, Manager  
(Type Name and Title)  
BY: Paul Goszkowski, Individually  
Fidanze & Goszkowski, P.A.  
BY: Richard Fidanze, President 2-2645 (3/85) Richard Fidanze, President  
BY: Paul Goszkowski, Vice President

BOOK 529 PAGE 570

273847

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: \_\_\_\_\_

The Debtor is a transmitting utility

1. Debtor(s) Last Name First and Address(es): HUDSON JOHN C.  
9405 DOGWOOD PK ST  
HARTZEL HEIGHTS MD 20743

2. Secured Party(ies) Name(s) and Address(es): CHESAPEAKE MH OF LAUREL, MD  
10039 N. SECOND AVENUE  
LAUREL, MD 20707

3. For Filing Officer: Date Filed: 10/19/88  
Time Filed: 11:00 AM  
Filing Office: 273847

4. This Financing Statement covers the following type(s) for item(s) of property: 1988 HOLLY PARK OVERLAND PARK 14 X 70  
APPLIANCES AND APPURTENANCES THEREIN AND THERETO;  
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
WARRANTY AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.  
 Products of the Collateral are also covered.

5. Assignee(s) of Secured Party and Address(es): GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BOULEVARD SUITE 245  
WOODBRIDGE, VA 22194

6. Describe Real Estate Here: \_\_\_\_\_  
 This statement is to be indexed in the Real Estate Records.

7.  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) in or \*  
\*(Describe Real Estate in item 8.)

8. Name of a Record Owner: \_\_\_\_\_

No. & Street: 11-00 50 Town or City: \_\_\_\_\_ County: \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s).

By: John C. Hudson Signature(s) of Debtor(s)  
By: \_\_\_\_\_ Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked.)

43) FILING OFFICER COPY—NUMERICAL  
STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

TOW

Anne Arundel County

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Scandinavian Yachts Limited  
 Address: 222 Severn Avenue  
 Annapolis, Maryland 21403

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
 Address: 8701 Georgia Avenue  
 Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

(SEE SCHEDULE A ATTACHED)

4. Check the statements which apply, if any, and supply the information indicated:

- (If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
 The above-described goods are affixed or to be affixed to:

RECORD FEE 17.00  
 POSTAGE 1.70  
 REPLENISHING INK 12.42  
 1/27/88

TEW

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): SCANDINAVIAN YACHTS LIMITED  
 By: Mogens Norlem  
 Mogens Norlem, President

Secured Party:  
 FIRST AMERICAN BANK OF MARYLAND  
 By: Alice M. Keeney  
 Alice M. Keeney, Vice President  
 Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

111 S. Calvert Street, Suite 2610  
 Baltimore, Maryland 21202

Equipment. All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever.

Inventory. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

Accounts. All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

MMW

RECORDATION TAX CERTIFICATE

Scandinavian Yachts, Ltd. ("DEBTOR") hereby certifies that as of this date, the collateral which is described on the attached Financing Statements is located in the jurisdictions as more particularly described below. According to the books and records of the DEBTOR, the approximate value of the collateral in each jurisdiction as of this date as follows:

I. Total Value of Property Covered By Financing Statement  
\$100,830

II. State of Ontario, Canada

A. Total Debt= \$28,000  
Total Value of Property covered by Financing Statement Located in Canada \$100,000

III. State of Maryland

A. Total Debt=  
Total Value of Property covered by Financing Statement Located in Maryland 830

B. Allocation of Property Covered By Financing Statement To State Of Maryland And Other States

a. State of Maryland  
 $\frac{830}{100,830} = .0082$

b. Other states  
 $\frac{100,000}{100,830} = .9918$

C. Allocation Of Total Debt to State of Maryland and Other States

a. State of Maryland

	28,000	x	.0082	=	229.60
b.	Other states				
	28,000	x	.9918	=	27,770.40
D. <u>Value Of All Maryland Assets Per County</u>					
a.	Anne Arundel=				830
E. <u>Per County Allocation Of Total Maryland Property Covered By Financing Statement</u>					
a.	Anne Arundel County=				$\frac{830}{830}$
F. <u>Per County Allocation Of Total Debt</u>					
a.	Anne Arundel County				
	229.60	x	$\frac{830}{830}$	=	229.60
G. <u>Values Of Maryland Non-Exempt Property Per County:</u>					
a.	Anne Arundel County=				830
H. <u>Taxable Portion Of Allocated Debt (Rounded Up To Nearest Thousand)</u>					
a.	Anne Arundel County 229.60 x $\frac{830}{830}$				229.60
I. <u>Calculation Of Per County Tax</u>					
a.	Anne Arundel County				
	229.60	x	7.00/1000=		Minimum 7.00

TOTAL MARYLAND RECORDATION TAX=

SCANDINAVIAN YACHTS, LTD.

Dated: 6/20-88

By: Morgens K. Norlem (Seal)  
Morgens K. Norlem,  
President

RECORDATION

G485

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is prepared in accordance with the provisions of the Uniform Commercial Code.

1. DEBTORE'S NAME AND ADDRESS  
Flower Lawn Service  
8079 Castle Rock Court  
PASADENA, MD 21122

2. SECURED PARTY'S NAME AND ADDRESS  
Ford Motor Credit  
1133 Old Hickory Dr.  
Mechanicsville, VA 23111

3. This statement is a continuation of original Financing Statement No. 05560 dated 11-13-85

- A. Continuation  The original financing statement between the obligor and Debtor and Secured Party bearing the number shown above is still effective.
- B. Partial Release  From the interests described in the financing statement bearing the number shown above, the Secured Party releases the following:
- C. Assignment  The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below the Secured Party's rights under the financing statement bearing the number shown above in the following property:
- D. Termination  The Secured Party certifies that the Secured Party no longer owns a security interest under the financing statement bearing the file number shown above.

Liber 491 p9415

4. This transaction is exempt from the Recording Tax.

Filed with ANNE ARUNDEL CO

Ford Motor Credit  
NAME OF SECURED PARTY

Dated: 6-24-1988

By: R. Davis

FORM 55  
JUN '85 1288-M MARYLAND ONLY

RECORDING FEE 20.00  
POSTAGE 1.50  
STANDARD CHARGES 12.25  
6/27/88

10.00  
50

CLERK'S NOTATION  
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

Handwritten initials

256318

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to you for filing pursuant to the Uniform Commercial Code.

Micheal A. McConnell  
1628 Wood tree Ct. West  
ANNAPOLIS, MD 21401

Ford motor credit co.  
1133 Old Hickory Dr.  
Mechanicsville, VA 23111

This statement refers to filing, Financing Statement No. 09923 Date: 4-23-85

- A. Continuation  The existing financing statement between the creditor and Debtor and Secured Party, bearing the number shown above, is still effective.
- B. Partial Release  The Secured Party has agreed in the financing statement bearing the number shown above the Secured Party releases the following:
- C. Assignment  The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown above Secured Party's rights under the financing statement bearing the file number shown above in the following property:
- D. Termination  The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Liber 484 pg 293

4. This transaction is exempt from the Recording Tax.

Filed with ANNE ARUNDELL CO

Ford motor Credit  
(NAME OF SECURED PARTY)

Dated: 6-23-88

By: B. Davis

FORM 95 (288-M (MARYLAND ONLY))

RECORDING FEE 10.00  
POSTAGE 1.00  
RECORDS DIVISION 117425  
10/19/88

CLERK'S NOTATION  
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

*Handwritten mark*

This FINANCING STATEMENT is presented to a filing office for filing pursuant to the Uniform Commercial Code.

<p>1 Debtor(s) (Last Name First) and address(es) Coffee Delight, Inc. 326 Rte 3 So. Unit 34 Millerville, MD</p>	<p>2 Secured Party(ies) and address(es) Servatron, Inc. 249 E. Ocean Blvd., Ste 1000 Long Beach, CA 90802</p>	<p>3 Maturity date (if any) For Filing Office (Date, Time, Number, and Filing Office) 11:00 AM 11/25/88 TEW</p>
<p>4 This financing statement covers the following type(s) for item(s) of property:</p> <ul style="list-style-type: none"> <li>12 Each RC2</li> <li>2 Each RC 2 At No Charge</li> <li>12 Each RD3AF</li> <li>2 Each RD3AF At No Charge</li> <li>6 Each LPF</li> <li>1 Each LPF At No Charge</li> </ul> <p style="text-align: center;"><b>NOT SUBJECT TO RECORDATION TAX</b></p> <p>See Attachment "A" For Serial Numbers</p>		<p>5 Assignee(s) of Secured Party and Address(es) <b>FIRESTONE FINANCIAL CORP.</b> 38 Glen Avenue P.O. Box 789 Newton Centre, MA 02459</p>

The statement is filed without the debtor's signature to perfect a security interest in collateral.  If not:

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional sheets presented: \_\_\_\_\_

<p>Coffee Delight, Inc. By: <u>Robert Mitch Wright</u> Robert Mitch Wright, President</p>	<p>Servatron, Inc. By: <u>Dege Matheson</u> Signature(s) of Secured Party(ies)</p>
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529 - 577 - A

ATTACHMENT "A"

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBERS</u>
12	RC2	93219,93220,93221,93222 93223,93224,93225,93226 93227,93228,93229,93230
2	RC2	93231,93232
12	RD3AF	82713,82714,82715,82716 82717,82718,82719,82720 82721,82722,82723,82724
2	RD3AF	82725,82726
<u>6</u>	LPF	2581,2582,2583,2584,2585 2586
1	LPF	2587

Coffee Delight, Inc.

x Robert Mitch Wright

Robert Mitch Wright President

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 60,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR  
Garman Brothers, Inc.  
 \_\_\_\_\_  
 (Name)  
1270 River Road  
 \_\_\_\_\_  
 (Address)  
Crownsville, Maryland 21032

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn Catherine T. Lewis  
 \_\_\_\_\_  
 (Name of Loan Officer)  
18 West Street  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

1988 Catapiilar Tractor Wheel Loader Model 916  
Serial #2XB01369

RECORD FEE 11.00  
 RECORD TAX 11.00  
 TOTAL 22.00  
 PAID 11/17/88  
 11/17/88

TEWA

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk. Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
Louis W. Garman, Secretary/Treas.  
 \_\_\_\_\_  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
Charles E. Garman, President  
 \_\_\_\_\_  
 (Print or Type Name)

11.00  
 420.00  
 -----  
 431.50

BOOK 529 PAGE 579

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

TRI STATE MARINE DISTRIBUTORS  
INC.  
ROUTE 256  
DEALE, MD. 20751

2. Secured Party(ies) and address(es)

GENERAL ELECTRIC CREDIT  
CORPORATION  
P.O. BOX 957  
BELLEVUE, WA. 98009

For Filing Officer (Date, Time and Filing Office)

DEC 28 1987  
11:35 AM  
RNM

4. This statement refers to original Financing Statement bearing File No. **\*\* 211740 271041**

Filed with COUNTY

Date Filed

12/28

19 87

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

\*\* BOOK 521 PAGE 303

AMEND SECURED PARTY NAME TO READ: GENERAL ELECTRIC CAPITAL CORPORATION  
P.O. BOX 957  
BELLEVUE, WA. 98009

No. of additional Sheets presented:

TRI STATE MARINE DISTRIBUTORS, INC.

GENERAL ELECTRIC CAPITAL CORPORATION

By:

*Robert Egan, Pres.*  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By:

*D. Christman*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

STATE OF MARYLAND

FINANCING STATEMENT

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated May 17, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Family Floors, Inc.  
Address 522 Ritchie Highway Glen Burnie, MD 21061

2. SECURED PARTY

Name Alban Lift Truck, Inc.  
Address 2945 Whittington Avenue Baltimore, MD 21230

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 Dignilian Blvd.  
Glen Burnie, MD 21061

Equipment at 10118 York Road, Coheysville, MD. 21230

RECORD FEE 17.00  
POSTAGE .50

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Family Floors, Inc.

See attached for original signature.  
(Signature of Debtor)

First Interstate Credit Alliance, Inc.

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Secured Party)

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line  
MARGY E. KIMMEL, ADMIN. V.P.

TEWU  
07/20/88

EQUIPMENT LEASE AGREEMENT

"LESSOR": Alban Lift Truck, Inc.

"LESSEE": Family Floors, Inc.

Address: 2945 Whittington Avenue  
Baltimore, MD 21230

Address: 522 Ritchie Highway  
Glen Burnie, MD 21061

On the 17th day of May, 19 88, Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification, model and serial numbers or marks):

One (1) Used Caterpillar Model M25  
Electric Lift Truck, S/N 41W01757

TOTAL RENT ..... \$ 9,576.00

ADVANCE RENT Paid Herewith ..... \$ 798.00

BALANCE OF RENT ..... \$ 8,778.00

\*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc., successor by merger.

Equipment to be located at: 522 Ritchie Highway

Glen Burnie, MD 21061

Record Owner of Real Estate:

Lessee acknowledges receipt of and accepts Equipment and acknowledges that no warranties, representations or agreements not expressed herein have been made by Lessor; and Lessee further acknowledges notice of the intended assignment of this lease to either Credit Alliance Corporation or Leasing Service Corporation (said assignee hereinafter called "Holder") and upon such assignment, Lessee agrees not to assert against Holder and any subsequent assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the Lessor who has executed this lease and/or any prior Holder, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of Lessor or Holder (whichever is the then holder of this lease, such holder hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the

18th day of June, 19 88, and continuing on the same date of each month thereafter until paid; the first 32 installments shall each be in the amount of \$ 266.00, plus any applicable sales tax, and the final installment shall be in the amount of

\$ 266.00, plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. Lessee will pay monthly any personal property tax as estimated by Lessor. The term of this lease shall commence upon the acceptance hereof by Lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatsoever to any item of Equipment (unless the same be damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and the same or a later model, in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the items of Equipment so paid for. The proceeds of any insurance payable as a result of loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage from any cause whatsoever for not less than (a) the actual fair market value of the Equipment; or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term of this lease, whichever be greatest. Lessee shall carry public liability insurance, both personal injury and property damage, covering Equipment. All insurance shall be in form and amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon each policy issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days, prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts due and/or payable to Lessee or any other party. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all sums incurred by Lessor in effecting such insurance or compliance shall be deemed to be additional rent and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

Title to Equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor, and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's title to Equipment, and will pay all costs, charges and expenses incident thereto. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgagees of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures, chattels, furniture, accounts receivable, contract rights, general intangibles, property and assets of any and every kind, wherever located, now or hereafter belonging to Lessee in which Lessee has any interest, and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to Lessor, now existing and/or hereafter incurred. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly cared for or abused. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: Alban Lift Truck, Inc. (SEAL)  
(Print Name of LESSOR Here)

Family Floors, Inc. (SEAL)  
(Print Name of LESSEE Here)

By: [Signature]  
(Signature and Title of Authorized Officer, Partner or Individual)

By: [Signature]  
(Signature and Title of Authorized Officer, Partner or Individual)

Attest: \_\_\_\_\_  
Witness: \_\_\_\_\_ Secretary

Attest: \_\_\_\_\_  
Witness: \_\_\_\_\_ Secretary

This instrument was prepared by \_\_\_\_\_

**TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)**

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independent-ly of this lease or fails to perform any of the terms and provisions hereof or of any other agreement with Lessor or changes its management, operations, ownership of its stock, or control, becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the entire amount of rent then unpaid hereunder together with delin- quency charges, collection charges and reasonable attorney's fees, which are hereby agreed to be 20% of any amount sought, and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of the Equipment to Lessor and Lessor may, at its option and without notice and without legal pro- cess (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law: (1) recover the Balance; (2) take possession of the Equipment wherever same may be located (with all additions and substitutions), Lessee agreeing to assemble same and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall ter- minate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full). Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without pro- cess of law, and (a) retain Equipment and all prior payments of rent; or (b) retain all prior payments and either (i) sell Equipment at public or private sale (all without publication or notice to Lessee and with the right in Lessor to purchase any of the Equipment at such sale) applying any net proceeds less 15% of Total Rent to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor; or (ii) retain Equipment and credit Lessee with the reasonable re-leasing value of the Equipment; Lessee remaining in any event liable for any deficiency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of the controlling jurisdiction, suc- cessively or concurrently, and the exercise of one shall not bar any other. **LESSOR, LESSEE AND ANY GUARANTOR WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR IN ANY WAY RELATING TO THIS AGREEMENT.** Lessee hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permit- ted by law) for the Balance, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force. As part of the consideration for Lessor's entering into this lease, Lessee hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Lessee's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court located within the State of New York regarding any matter arising hereunder. No failure on the part of Lessee to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any part of the rent herein reserved or any other sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such delin- quent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named. Lessor may, in its sole discretion apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option at the end of the original or any renewal term hereof, if Lessee then is not and has not been in default in any of Lessee's obligations to Lessor, to purchase equipment as a whole but not in part, as-is, where-is, upon giving at least 60 days' prior written notice to Lessor and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee then is not and has not been in default in any of Lessee's obliga- tions to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor writ- ten notice of renewal at least 60 days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, and if Lessee fails to purchase the Equipment or return the Equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Lessee specifically warrants that all representations and warranties are merged herein and unless specifically indicated hereon are not valid or enforceable. Any provisions hereof violating the law of any jurisdic- tion shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

**GUARANTORS SIGN HERE:**

The undersigned jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled are hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without re- quiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee, nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed. Guarantor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Guarantor's true and lawful attorney-in-fact and agent for Guarantor and in Guarantor's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Guarantor at its address, by certified mail, within three days of such service having been effected, and agrees to the exclusive venue and jurisdiction of any Court located in the State and County of New York.

\_\_\_\_\_, (L.S.) \_\_\_\_\_ (L.S.)  
 (Guarantor) (Guarantor)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 (Guarantor) (Guarantor)

**INSTRUCTIONS FOR THE USE OF THIS FORM.**

- Subject to local requirements, DO NOT USE THIS FORM, unless prior clearance is obtained from CREDIT ALLIANCE CORPORATION or LEASING SERVICE CORPORATION:
  - For MOTOR VEHICLES and NON-COMMERCIAL GOODS.
  - In LOUISIANA, MONTANA, NEBRASKA, PUERTO RICO, RHODE ISLAND and VIRGINIA.
  - In CONNECTICUT, if cost of goods is under \$8,000.01.
- All BLANKS must be filled in BEFORE THE PARTIES SIGN. Type or print legibly the names of all persons signing beneath their signatures. If equipment is to be affixed to realty, complete the WAIVER by Landlord and Mortgagee (obtain form from Credit Alliance Corporation or Leasing Service Corporation). When executing, if Corporation, an Authorized Officer should sign, stating his Title and attach Corporate Seal. If Partnership, first sign Firm Name and have all Partners sign. If unsure of firm name, indicate names of all partners and add "Individually and doing business as" and then add firm name; have all partners sign."
- In view of technical local requirements, neither CREDIT ALLIANCE CORPORATION nor LEASING SERVICE CORPORATION can be responsible for the correctness or adequacy of this form, methods of execution, enforceability of covenants and remedies, filing requirements, etc. Local counsel should be consulted.

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FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 17, 1988

between ALAN LIFE TRUCK, INC., as Seller/Lessor/Mortgagee,  
and Parlay Floors, Inc. 521 Ritchie Highway Glen Burnie, MD 21061  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 6,778.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of May, 19 88

ALAN LIFE TRUCK, INC. (Seal)  
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

88334

BOOK 529 PAGE 581

273853

PLEASE RETURN TO:  
COMMERCIAL DIVISION  
THE SENTINEL TITLE CORPORATION  
400 E. PRATT ST. SUITE 606  
BALTIMORE, MARYLAND 21202-3184

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
 New Vision Enterprises Suite 121  
 300 Hospital Drive  
 Glen Burnie, Maryland 21061

6. Secured Party \_\_\_\_\_ Address \_\_\_\_\_  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: Colleen Jurak Baltimore, Maryland 21201  
 Documentation Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors New Vision Enterprises  
 By: [Signature] (Seal) \_\_\_\_\_ (Seal)  
 Martin J. Shuman, General Partner \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7-82)

RECORD FEE 11.00  
 POSTAGE .50  
 #150260 0237 R03 109:11  
 07/21/88

11.00  
.50

TEW

**SCHEDULE A**

This Schedule A is attached to and made a part of a financing statement by and between New Vision Enterprises and Equitable Bank, National Association.

SECTION G CONTINUED:

All right, title and interest in any and all leases and any security deposits thereunder, whether now or hereafter executed by the Debtor as lessor of all or any portion of the real property known as Unit Nos. 108 and 110, 17-19 Fontana Lane Condominium, Golden Ring Executive Park Office Building, Baltimore, Maryland 21237.

TERMINATION STATEMENT

File Number of original financing statement: Line - 494  
Page - 161  
260133

Place Filed: Circuit Court for Anne Arundel County

Date Filed: 1/28/86

This termination statement is presented to a filing officer for filing pursuant to the provisions of Article 9 of the Uniform Commercial Code of Maryland.

1. Name of debtor: Kenneth O'Dea, Jr., T/A Pizza On Wheels

2. Address of debtor: 11810 Reisterstown Road  
Reisterstown, MD 21136

10194 Baltimore National Pike  
Ellicott City, MD 21043

3. Name of secured party: First Federal Savings and Loan Assoc.  
of Annapolis

RECORDS FEE 10.00  
POSTAGE .05  
POSTAGE .45

4. Address of secured party: 1832 George Avenue  
Annapolis, MD 21401

#177726 CITY RD# 113.00  
8/1/86

This will certify that the secured party named above no longer claims a security interest under the financing statement bearing the above file number

NEW

Witness:

Secured party: First Federal Savings  
and Loan Association  
of Annapolis

*Jachlyn M. Amor*

By: *Linda Armstrong* (SEAL)

Title: *ASST-V.P.*

W17:TS4

1582



MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Severn Graphics, Inc.
7590 Ritchie Hwy. (Name or Names) Glen Burnie, Maryland 21061
(Address) FSB 742

LESSEE (Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Federal Savings Bank of Maryland
Of LESSOR 8200 Harford Road (Name or Names) Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

See attached Schedule A

RECORD FEE 11.00
POSTAGE .30
#177730 CFTT 804 7131-40
07/20/08

TEW

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE Severn Graphics, Inc.
By: Jim T. Russell (Title) Treasurer
(Type or print name of person signing)
By: (Title)
(Type or print name of person signing)

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly (Title) Manager
Brian G. Connelly (Title)
(Type or print name of person signing)
Return to:
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1150

Attached to and made a part hereof Equipment Lease No. FSB 742  
 dated July 13, 1988

<u>Quantity</u>	<u>Description</u>
1	Shaffstall 6000-4 SN#A413 Includes; 2260 PCB SN#0284
1	Tandon 8" Disc Drive SN#613133
1	455 Disc Drive SN#400171
1	504 Disc Drive SN#A823371
1	373 Disc Drive SN#1000636
	2258 PCB SN# 0373
	2259 PCB SN# 0384
1	E-PROM SN# AAL00352
1	835 Shielded Cable
1	AC Cable
1	Shaffstall 6000 Manual

Approved and agreed to this 13th day of July, 1988

Lessee: Severn Graphics, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.

By: [Signature] By: Brian G. Connolly Manager

STATE OF MARYLAND

BOOK 529 PAGE 589

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249203

RECORDED IN LIBER 466 FOLIO 209 ON Sept. 3, 1983 (DATE)

1. DEBTOR

Name Genderson Chevrolet, Inc., d/b/a Genderson BMW

Address 138 Revell Highway, Annapolis, MD

2. SECURED PARTY

Name BMW of North America, Inc.

Address 1 BMW Plaza, Montvale, NJ 07645

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 10.00  
POSTAGE .50  
#177740 CITY R04 TL3:41  
07/20/88

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

RECORDED  
SEP 13 1983  
LIBRARY

06F-21230500  
+ 16701 Anne Arundel Co MD

Dated \_\_\_\_\_

Michael McManasa  
(Signature of Secured Party)

BMW of North America, Inc.  
Type or Print Above Name on Above Line

1050

RLM

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Paving Co.  
Address 816 Double Gate Road, Davidsonville, MD 21035

2. SECURED PARTY

Name GFS Leasing, Inc.  
Address 124 Slade Avenue, Suite 100, Pikesville, MD 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00  
#177750 0777 004 11/1/08

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 New 1988 Diamond Reo C11664DB Dump Truck S/N
- 14" Heil Steel Dump Body S/N

Name and address of Assignee  
American Network Leasing Partnership B-1  
124 Slade Avenue, Suite 100  
Pikesville, MD 21208

07/28/08  
NEW

Not Subject to Recordation Tax  
Conditional Sales Contract

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Chesapeake Paving Co.  
(Signature of Debtor)  
*Martha A. Wilson*  
Type or Print Above Name on Above Line

Martha A. Wilson  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

GFS Leasing, Inc.  
(Signature of Secured Party)  
*Sharon Halland*  
Type or Print Above Signature on Above Line

11/5

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James E. Foote  
Address 1825 George Ave Annapolis, MD 21401

2. SECURED PARTY

Name Outdoor Power  
Address 1915 Lincoln Drive  
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

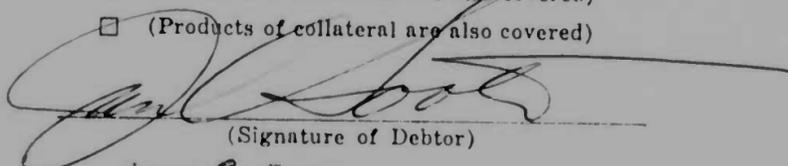
- 1-John Deere 855 Tractor MFWD S/N M00855D491483
- 1-John Deere 72" Mower S/N

RECORD FEE 11.00  
POSTAGE .50  
#177760 DT77 104 FLWMD  
07/20/88

NEW

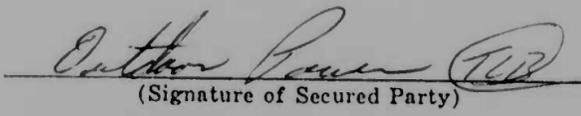
CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

  
(Signature of Debtor)

James E. Foote  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

  
(Signature of Secured Party)  
Outdoor Power  
Type or Print Above Signature on Above Line

1150

AA Co. 7/19/85  
S/A Mill Fert.

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/MARYLAND  
Address 7 St. Paul Street, 5th Floor  
Baltimore, MD 21203  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 3/2/88, Schedule # 02, dated 6/27/88 between Assignor as Lessor and LEASE ACCOUNT # 308820 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated 7/12/88 between Assignor and Assignee:

Two (2) Caterpillar Articulated Wheel Loaders Model 910 s/n's 41Y02996, 41Y02997 w/all standard eq.; ROPS E18483, E18484 eng. s/n's 45V72994, 45V72997

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00  
POSTAGE .50  
HITTTTTO OTTI R04 T14109  
07/20/88

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)  
TransFinancial Lesing Corp.  
Frank J. Sario, III  
(Signature of Debtor)

Frank J. Sario, III, President  
Type or Print Above Signature on Above Line  
  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Signet Bank/ Maryland  
Georgia DiLella  
(Signature of Secured Party)  
Georgia DiLella CFO  
Type or Print Above Name on Above Line

Filed

11.3

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code	
Maturity date, if any	
1. Debtor (s) Name Carl Franklin Catlin, Jr. Kay Arnold Catlin	2. Debtor (s) Complete Address 2908 Southwater Point Road Annapolis, Maryland 21401
3. & 4. Secured Party and Complete Address Diversified Lending Services, Inc. 6000 Executive Blvd. Suite 115 Rockville, Maryland 20850	5. & 6. Assignee of Secured Party and Complete Address
7. This financing statement covers the following types (or items) of Property:  All fixtures, equipment, rents, profits and/or proceeds appurtenant to or arising out of the real property described below and on the attached Exhibit A.  All replacement or substitute collateral and all sales proceeds are also covered.	
Property Address: 2908 Southwater Point Road Annapolis, Maryland 21401	
8 a. <input checked="" type="checkbox"/> Proceeds are also covered 8 b. <input checked="" type="checkbox"/> Products of collateral are also covered	
No. of add'l sheets presented ( )	RECORD FEE 12.00 POSTAGE .50 #X14430 C345 R01 T1431 07/20/88 TEW
Filed with Circuit Court Clerk of Anne Arundel County; Othe State Dept. A&T	
9. Transaction is ( ), is not ( ) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$	
10. This statement to be returned after recordation to <del>XXXXXXXXXXXXXXXXXXXX</del> Steven H. Hofberg 110 North Washington Street, Suite 404 Rockville, MD 20850	
Signature of Secured Party	Signature of Debtor
By _____ Diversified Lending Services, Inc.	By <u>Carl Franklin Catlin, Jr.</u> By <u>Kay Arnold Catlin</u> Kay Arnold Catlin

Anne Arundel County  
State of Maryland  
Chattel Records

FINANCING STATEMENT

1. Debtor:	Address:
John J. McGovern Lisa Marie McGovern	3300 Jones Bridge Rd. Chevy Chase, Md., 20815

2. Secured Party:	Address:	
FIRST AMERICAN BANK, N.A. a national banking association	740 15th St., N.W. Washington, D.C. 20005	RECORD FEE 15.00

3. This Financing Statement covers:	POSTAGE .50
	#314740 C345 R01 T14:49

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real estate herein described ("Real Estate") or any part thereof and used or usable in connection with any present or future operation of said Real Estate or any part thereof and now owned or hereafter acquired by Debtor and all fixtures and equipment including but not limited to all gas and electric fixtures, engines, radiators, heaters, air conditioners, furnaces, heating equipment steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing, heating and cooling fixtures, mantels, refrigerating plant mechanical or otherwise, cooking apparatus and appurtenances, shades, awnings, screens and blinds, and all other appliances and equipment (including but not limited to refrigerators, dishwashers, trash compactors, washing machines, dryers, disposal systems, stoves and ovens) which are now owned or hereafter acquired by the Debtor for the use or installation in on or about the Real Estate or any portion thereof; and

Return to: First American Bank, N.A.  
Real Estate Department  
740 15th Street, N.W.  
Washington, D.C. 20005

07/20/88  
TEW

(b) all accounts receivable (accounts) in respect of any and all leases executed by the Debtor, as Lessor, on any part or parcel of the described Real Estate and the improvements located thereon, whether said accounts receivable are in existence or are hereafter created and the proceeds thereof; and

(c) all contract rights (accounts) in respect of any and all leases executed by Debtor, as Lessor, of any part or parcel of the Real Estate and the improvements located thereon, whether said contract rights are in existence or created hereafter and the proceeds thereof; and

(d) all building materials and equipment wherever located now or owned or hereafter acquired for installation on the Real Estate; and

(e) all contract rights and accounts receivable (accounts) and general intangibles in respect of or in anywise relating to the Real Estate or any part thereof including, but not limited to, all sales contract or option contract deposits or payments relating to the Real Estate or any part thereof; and

(f) all Plat Plans, Site Plans, Subdivision Plat and all other plans and specifications now or hereafter prepared (or revised) relating to the Real Estate; and

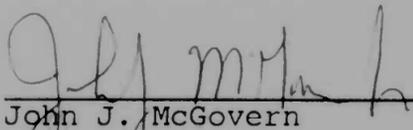
(g) all insurance proceeds and condemnation awards now or hereafter acquired by Debtor received in connection with the Real Estate.

4. Proceeds and products of collateral are covered hereunder.

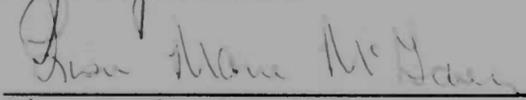
5. The Real Estate is that parcel owned by Debtor located in the district of columbia and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

BY:

  
John J. McGovern

BY:

  
Lisa Marie McGovern

SCHEDULE A

Being known and designated as Lot No. 205R as shown on the plat entitled "Administrative Lot Line Change Lots 205, 206 and 207 Round Bay on the Severn" which plat is recorded among the Land Records of Anne Arundel County in Liber 3991, folio 623.

TEW

...FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any):

<p>1 Debtor(s) (Last Name First) and address(es)</p> <p>Oleczuk, Joseph John 624 Cedar Wood Lane Crownsville, MD 21032</p>	<p>2 Secured Party(ies) and address(es)</p> <p>BANC ONE FINANCIAL CORPORATION Now Known As: BANC ONE LEASING CORPORATION 8060 Montgomery Road Cincinnati, OH 45236</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
--	--	---

4 This financing statement covers the following types (or items) of property

See Schedule A-1 Attached

ASSIGNED TO: BANK ONE, COLUMBUS, NA  
100 East Broad Street  
Columbus, OH 43271

RECORD FEE 30.00  
POSTAGE 1.00  
#170030 CTTT NO. 118-1  
07/21/88

This equipment is owned by the secured party and is leased to the debtor party:

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:  
Filed with Anne Arundel County Recorder 472.486

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financial statement bearing the file number shown above.

10.50  
Dated:

June 16, 19 88

By: BANK ONE, Columbus, NA  
K. S. Rutherford, S.A.O.  
(Signature of Secured Party or Assignee of Record - Not Valid until signed)

Filing Officer Copy - Acknowledgement - Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgement.

MN281301.FIS  
1840

BOOK 529 PAGE 598

FINANCING RECORDS ~~3~~

FINANCING STATEMENT

1. Name of Debtor: BETSON AVENUE ASSOCIATES  
Address: c/o Mr. Ernest J. Litty, Jr.  
P. O. Box 364  
Millersville, Maryland 21108

TEN

2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate Industries Group  
Construction Finance Section  
10 Light Street  
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 14, 1988 from Debtor to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

(d) Proceeds and products of all collateral are covered.

1400  
10

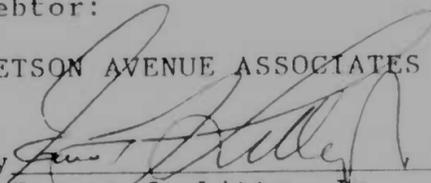
SEE PG 2

4. Recordation tax on the principal sum of \$1,196,400 has been paid to the Clerk of the Circuit Court of Anne Arundel County, Maryland upon recording of the Deed of Trust.

Debtor:

BETSON AVENUE ASSOCIATES

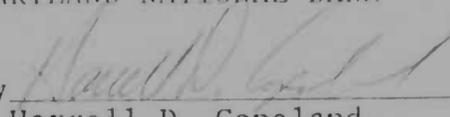
By

  
Ernest J. Litty, Jr.,  
Partner

Secured Party:

MARYLAND NATIONAL BANK

By

  
Harrell D. Copeland,  
Vice President

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Jeffrey H. Seibert, Esquire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

PROPERTY DESCRIPTION

ALL those lots or parcels of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

**Being known and designated** as Lot Nos. 1, 2, 3, 4, 5, 6 and 7, Septic Lot (2.613 acres), Open Space, Storm Water Management Parcel (1.016 acres) all as shown on a Plat entitled, "Mayfield Industrial Park", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 99, page 7.

**END  
LIBER**